PROCEEDINGS OF THE PREBID MEETING HELD ON 22.07.2025 AT 4.00 PM IN IPP BUILDING, MALLESHWARAM FOR THE BIDS INVITED THROUGH NOTIFICATION NO:DGM-1/BSWML/TEND/05/2025-26 DATED: 11.07.2025.

OFFICER'S PRESENT:

1	Chief Engineer& Chief General Manager (Tech) BSWML		Sri Lokesh M
2	Deputy General Manager-1 BSWML		Sri. Chandrashekar A G
3	Assistant General Manager, BSWML		Sri. Santhoshkumar Kaddi
4	Assistant Manager		Sri. Neelesh Kumar

AGENCIES PRESENT:

1	AMRIL, Hyderabad	9000011394
2	Joju Alexander-All Lifcare Ltd, Kerala	7403265811
3	Adithya Raj	8341155409
4	Shekar Reddy	9032723454
5	Rakesh Kumar	7282920971
6	Mehabool, Subhan	7331175459
7	Mahesh Kumar	9164940918
8	Jagadish	9164940918
9	S N Balasubramanyam	9844028201
10	Anand Reddy	9886345007
11	Vishal Reddy	9702902431
12	Y. Rahul	9566233882
13	Ashu Tosh	9816681616
14	B.	9900089165
15	P. Vikram Reddy	9845137776
16	N N Rao	9810496166

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Chief Engineer& Chief General Manager (Tech) BSWML welcomed all the officials and the representatives of the agencies/ firms for below works for which pre- Bid meeting was called. Representatives of various companies as above were present in the said pre bid meeting.

The queries/clarifications sought by the agencies with regard to bids invited, were received in writing / e-mail & through KPP portal. The clarifications are issued according to the tenders invited as under: -

SUBJECT-1: "Appointment of Concessionaire on Tipping Fee basis to execute the Comprehensive Integrated Solid Waste Management facilities including Secondary Transportation of MSW from Transfer Stations to designated Processing Center(s) and further Processing and Disposal of the same in North Package (Yelahanka Zone, Dasarahalli Zone, East Zone & West Zone) of BBMP and Bengaluru Urban District jurisdiction by seeking private sector participation on Public Private Partnership (PPP mode – DBFOT Model)"

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Sl. No	Tender Doc Ref	Query Raised	Clarifications/Amendments issued
	1. M/s. AMR India Limited		
1	VOLUME: I Page # 16 Point # 12 It is to notify that one bidder may be awarded both the packages, subject to the Bidder meeting the combined bid capacity under the respective packages	It is to notify that one bidder may be awarded both the packages, subject to the Bidder meeting the ~~combined~~ bid capacity under the respective packages.	Refer Appendix 1 for Evaluation Criteria
2	VOLUME: I Page 61 Point 3.1.3 (a) Section A1. I Number of similar assignments: Bidder should have the experience of having successfully completed similar assignments of minimum 1900 TPD for secondary transportation a. More than 3 (three) projects: 6 marks OR b. 2 (two) projects: 4 marks OR c. 1(one) project: 2 marks	Number of similar assignments: Bidder should have the experience of having successfully completed/ongoing similar assignments of minimum 1500 TPD for ~~secondary~~ transportation a. More than 3 (three) projects: 6 marks OR b. 2 (two) projects: 4 marks OR c. 1(one) project: 2 marks	Refer Appendix 1 for Evaluation Criteria
3*	VOLUME: I Page # 62 Point # 3.1.3 (a) Section# A2. II The comparative size and quality of Eligible Assignments: a. If the bidder successfully constructed and done O&M of the WTE plant for the generation of electricity and the size of the plant being14 MW during last 5 years and plant is running successfully as on PDD: 6Marks OR If the bidder successfully constructed and O&M of the Bio gas/composting plant for the MSW and the size of plant of 1,200 TPD : 6Marks b. If the bidder executed operation &maintenance of leachate treatment within the project site & secured	The comparative size and quality of Eligible Assignments: a. If the bidder successfully constructed and done O&M of the WTE plant for the generation of electricity and the size of the plant being 14 MW during last 5 years and plant is running successfully for last 3years as on PDD: 6 Marks OR If the bidder successfully constructed and O&M of the Bio gas/composting plant for the MSW and the size of plant of 1,200 TPD : 6 Marks b. If the bidder executed operation &maintenance of leachate treatment within the project site & secured landfill for continuous three years or more in India or Abroad in the period of at-least past five years before the PDD and the contract is in operational condition as on date of PDD: 3 Marks	Refer Appendix 1 for Evaluation Criteria

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	landfill for continuous three years or more in India or Abroad in the period of at-least past five years before the PDD and the contract is in operational condition as on date of PDD: 3 Marks		
	VOLUME: I Page # 62 Point # 3.1.3 (a) Section# A2. III Other relevant assignments or similar work: If bidder have executed SWM projects for Processing of the MSW through any approved technologies by any statutory body in India or abroad are executed on DBFOT model with minimum 50% of the bidder's investment for project size of minimum 750 TPD during last 5 years and project should be in operational condition as on PDD. 2 projects: 9 marks. OR 1 Project: 6 Mark	Other relevant assignments or similar work: If bidder have executed SWM projects for Processing of the MSW through any approved technologies by any statutory body in India or abroad are executed on DBFOT model with minimum 50% of the bidder's investment for project size of minimum 300 TPD during last 5 years and project should be in operational condition as on PDD. 2 projects: 9 marks. 1 Project: 6 Mark	Refer Appendix 1 for Evaluation Criteria
4	VOLUME: I Page # 66 Point # IV Bidders who wish to participate in more than 1package, the bid capacity in terms of technical and financial eligibility (Clause .3.1.4 and 3.1.5below) should be combined of respective packages, and the proposed Key Personnel for both the packages must not overlap at all.	Bidders who wish to participate in more than1 package, the bid capacity in terms of technical and financial eligibility (Clause.3.1.4 and 3.1.5 below) should ~~be combined~~ meet qualification of respective packages, and the proposed Key Personnel for both the packages must not overlap at all.	Refer Appendix 1 for Evaluation Criteria
5*	VOLUME: I Page # 66 & 67 Experience towards Construction and Operations& Maintenance of Wet Waste Processing and Treatment through Compositing of 600	Experience towards Construction and Operations & Maintenance of Wet Waste Processing and Treatment through Compositing of 600 TPD OR Construction and O&M of Bio-methanation plant from MSW waste of 300	Refer Appendix 1 for Evaluation Criteria

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	TPD OR Construction and O&M of Bio-methanation plant from MSW waste of 600 TPD	TPD	
6	VOLUME: I Page # 66 & 67 Experience in construction and O&M of Waste to Energy plant to generate electricity from 7 MW from MSW	Experience in construction and O&M of Waste to Energy plant to generate electricity from14MW from MSW	Refer Appendix 1 for Evaluation Criteria
7	VOLUME: I Page # 65 & 66 Section # 3.1.4 Similar Assignments (OEM / Technology Supplier Experience to be added)	The Bidder may meet technical criteria as detailed in clause 3.1.4 by way of entering into a Memorandum of Understanding (MoU)with an Original Equipment Manufacturer/Technology Supplier (OEM) and in such case the Bidder must meet the Financial Qualification (Clause 3.1.5) by its own. **OEM / Technology Supplier Technical Qualifications:** The OEM / Technology Supplier must have supplied equipment to either one WtE project with a capacity of not less than 14 MW, or two WtE projects with a capacity of not less than 8 MW each, or three WtE projects with a capacity of not less than 6 MW each. Projects that are commissioned and are operational for at least 36 months prior to Bid Due Date shall only be considered. Note: (a) In case of consortium, the member entering MoU with the OEM supplier shall be considered as the technical member of the consortium and such member must have experience in infrastructure sector such as Civil Construction works, Road Construction, CETP or Sewerage Treatment Plants etc. (b) All the consortium members shall be inexistence for 5 (five) years prior to the Bid Due Date including OEM. (c) All the Consortium members shall cumulatively hold collectively 100%(hundred percent) of the total Equity Contribution and	Refer Appendix 1 for Evaluation Criteria

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		voting rights in the SPV /Concessionaire at all times until the second anniversary of the COD of the Project; (d) The format of MoU is attached as "Form : ___"	
8	VOLUME: I Page # 67 Point # 3.1.5.a.i Net worth (i) In Financial Year preceding the Proposal Due Date, the Bidder's Net Worth (as per the audited annual financial statements) shall be at least INR [25% of the Estimated Project Cost]. This clause may please be deleted.	Net worth (i) In Financial Year preceding the Proposal Due Date, the Bidder's Net Worth (as per the audited annual financial statements) shall be at least INR [20% of the Estimated Project Cost].	Refer Appendix 1 for Evaluation Criteria
9	VOLUME: I Page # 69 Point # 3.1.5.d Turnover: The bidder/ JV/ Consortium is required to meet the turnover of minimum 50% of the Estimated Project Cost during any two years during last five years indicated in the Invitation for Tender. If the Bidder is a JV/Consortium, then the Turnover, as required in Clause 3.1.5 (d) above shall be demonstrated cumulatively, i. e., the Consortium as a whole should meet the requirement	Turnover: The bidder/ JV/ Consortium is required to meet the turnover of minimum 40% of the Estimated Project Cost During any two years during last five years indicated in the Invitation for Tender. If the Bidder is a JV/Consortium, then the Turnover, as required in Clause 3.1.5 (d) above shall be demonstrated cumulatively, i.e., the Consortium as a whole should meet the requirement.	Refer Appendix 1 for Evaluation Criteria
	DCA Article 13 & 14 Page no 75-80 IE/PMU	Typically, a project necessitates the appointment of a single third-party agency—either an Independent Engineer or a Project Monitoring Unit—for supervision on behalf of the Authority. The engagement of both entities concurrently may result in overlapping responsibilities, leading to delays in review and approval processes, as well as in disbursement of payments to the Concessionaire. Such duplication is likely to cause operational inefficiencies, thereby adversely impacting both the Authority and the Concessionaire. In view of the foregoing, we respectfully request the Authority to consider appointing only one such third-party agency to avoid unnecessary	Tender Condition prevails

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		administrative and financial implications on the Project.	
	RFP Clause 2.16.5 Price escalation 5% year on year	This is a long-term project / contract of 30 years, wherein the no prospective bidder can be able to assess the processing fee for the next 30 years. So, we request the authority to consider and provide the provision of incorporate the quarterly price escalation instead of simple and fixed price escalation of 5% year on year. Generally, in all the long term contract the price escalation provision is incorporate to safeguard the cost inflations which will be 5% Fixed Price Escalation over a previous year + WPI .	Tender Condition prevails
	DCA Clause 18.7 Page 127 Power tariff: deleted	The tariff currently applicable for Waste-to-Energy (WTE) projects in Karnataka is ₹7.08/kWh, as determined under the Generic Tariff Order of 2016. While determining this tariff, a capital cost of ₹17 crore per MW was considered for FY 2018, along with an O&M cost of 6% of the capital cost, escalated annually at 5.72%. It is pertinent to note that the capital cost considered is now nearly 7 years old and does not reflect the current market conditions. The Central Electricity Regulatory Commission (CERC), in its recent order for the control period FY 2025–FY 2026, has revised the benchmark parameters. The updated capital cost has been considered as ₹22 crore per MW, and the O&M cost as 8.5% of the capital cost with an annual escalation of 5.25%. Based on these revised parameters, the generic tariff determined by CERC is ₹10.47/kWh for the FY 2025–FY 2026 period. In light of the above, we kindly request BBMP to confirm that the minimum assured power tariff shall be ₹10.47/kWh in order to ensure the financial viability of the WTE projects. So that Bidders will take the same as basis for quoting the tipping fee. We look forward to your favorable consideration of this request.	Tender Condition prevails
	DCA Clause 10.1.4 Page 63 No other land parcel shall be provided to Concessionaire for this Project.	Considering the 30-year term of the Concession, it is foreseeable that the land allocated for project activities—particularly for the disposal of inerts and residual waste—may become exhausted over time due to continuous waste generation, population growth, and urban expansion within the designated zones. Therefore, we respectfully request the Competent Authority to incorporate a provision for allocating additional land within the project area, as and when the requirement is duly justified by the Concessionaire. Such a provision is critical to ensure the uninterrupted and compliant performance of waste processing and	Tender Condition prevails

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		disposal operations throughout the concession period.	
	DCA Page 3 The Authority shall utilize its own funds to construct transfer stations within each division of the project jurisdiction and subsequently hand them over to the successful bidder	As this is an integrated Project encompassing both Secondary Collection & Transportation and Processing & Disposal components, we respectfully request the Authority to include the development and construction of Transfer Stations within the scope of the Concessionaire. In this regard, a specific capital grant amount may be allocated by the Authority, with disbursement linked to the achievement of construction milestones related to the Transfer Stations. The inclusion of such a provision will enable the Concessionaire to plan, design, and construct uniform systems and specifications for Transfer Stations across the entire Project area, thereby facilitating standardization, operational efficiency, and long-term sustainability, considering that these facilities are to be operated and maintained for a period of 30 years under the Concession Agreement	Tender Condition prevails
	DCA Clause 15.12 Milestone/ Key Activities To be undertaken by Concessionaire	We request the Authority to consider and allow a construction period of 30 (thirty) months from the date of obtaining Environmental Clearance, for the execution of the Integrated Processing and Disposal Facility. It may not be feasible to complete the construction within 24 months from the date of signing the Concession Agreement, given the specific challenges associated with securing statutory clearances and approvals from the Central and State Pollution Control Boards for the proposed project sites. The requested adjustment in the construction timeline is essential to ensure regulatory compliance and to facilitate the successful and timely implementation of the Project.	Tender Condition prevails
	DCA 10.1.4 Page 63 No other land parcel shall be provided to Concessionaire for this Project.	In the event the Authority is unable to hand over the land specified in the Tender Documents within the Conditions Precedent period, due to any reason whatsoever, including administrative, legal, or local issues, it is respectfully submitted that the Authority shall provide suitable and equivalent alternate land within the respective project package. This provision is necessary to ensure that the Concessionaire is not prejudiced due to delays or unavailability of the designated land, and to enable the timely fulfilment of its obligations under the Concession Agreement.	Tender Condition prevails
	General Revision / Escalation of Tipping Fee on the Date of COD	For this proposed project there are various unforeseen factors and challenges to construct and developed the integrated processing and disposal facility in the proposed sites during given time of construction period. The construction period due to any reason may go from 2 years to 3 or more such years in such scenario's to safeguard the inflations and cost	Tender Condition prevails

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		factors associated with the project, it is requested to escalate the present quote of tipping fee to the date of commission of the plant by the concessionaire.	
	General WPI formula (generally in all the tenders)	**WPI Formula :** The processing fee escalation shall be governed by the following formula: Tn= Tn-1+ Tn1*[(W1x (D1-D0)/D0) + W2x(L1-L0)/L0) +W3x (WPI1 - WPI0)/WPI0)] Whereas: ▪ Tn = The processing fee for the nth year ▪ Tn-1: The processing fee for the n-1th year ▪ D0 = Price of High-Speed Diesel (HSD) for Bengaluru of the 1st day of the previous Month as notified by Indian Oil Corporation Limited. ▪ D1 = Price of High-Speed Diesel (HSD) for Bengaluru of the 1st day of the current month as notified by Indian Oil Corporation Limited. ▪ L0 = Minimum Wages of the previous revision - In line with Minimum Wage Act, notified by the competent authority. ▪ L1 = Revised -Minimum Wages of the Current revision - In line with Minimum Wage Act, notified by the competent authority. ▪ WPI0 = The base Wholesale Price Index (WPI) rate on the 1st day of previous Quarter published by Office of the Economic Advisor, Government of India ▪ WPI1 = The base Wholesale Price Index (WPI) rate on the 1st day of Current Quarter published by Office of the Economic Advisor, Government of India; ▪ W1 = Weightage of Diesel in the overall Processing Fee which is 0.30; ▪ W2 = Weightage of Labor cost in the overall Processing Fee which is 0.40; ▪ W3 = Weightage of WPI [All commodities] in the overall Processing Fee which is 0.30; Rebase Frequency: The rebasing	Tender Conditions prevails.

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		frequency for different components shall be as follows: a. The frequency of HSD price rebasing shall be done quarterly and effected to on first day of every calendar month during the concession period. The rebasing shall be computed by IE and the revised tipping fee shall be only effective after the approval by the authority. b. The Minimum wages shall be rebased as and when the notification of change in minimum wages by competent authority becomes effective and the minimum wage component shall be rebased within 90days from the date of effectiveness of notification. The rebasing shall be computed by IE and approved by authority. The Concessionaire shall pass on the wage revision benefits to the workers with immediate effect along with arrears and the concessionaire shall submit documentary evidence of payment of minimum wages by attaching it to the monthly invoice. c. The rebasing of WPI shall be done quarterly by IE on 1st day of every financial quarter (1st April, 1st July, 1st October and 1st January). It is further clarified that if the contract is signed in the last month of any quarter the rebasing shall be effective on 1st day of subsequent quarter. The rebasing incidental to change in WPI shall be effective along with HSD price rebasing. The price escalation will be based on yearly basis over and above the previous year.	
11	DCA Page 16 Clause 2.2.3	Since the capital investment for the Processing & Disposal (P&D) facility is being made entirely by the Concessionaire, the proposed royalty charge of ₹800 per tonne appears to be	Tender Condition prevails.

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	Since this is a commercial activity conducted on government land, the Concessionaire shall remit INR 800 per TPD of bulk waste handled. This amount shall be escalated by 5% every year in line with the escalation in the tipping fee).	disproportionately high. We request the Authority to delete this provision as the investment is solely made by the concessionaire.	
12	DCA Page 18 Clause 2.4.1 The Concessionaire shall be responsible for identifying suitable land parcels and establishing the required infrastructure, including vehicle parking yards, workshops, canteens, and administrative buildings, in accordance with operational and regulatory requirements. These facilities are to be developed in each Zone at the Concessionaire's own cost and maintained in compliance with prevailing statutory and safety norms.	It is respectfully submitted that the procurement and use of private land by the Concessionaire for Municipal Solid Waste (MSW) infrastructure within city limits is not only practically unfeasible but also subject to significant public resistance and local objections. In such scenarios, once capital investments have been made by the Concessionaire, relocating the facility becomes highly impractical and financially burdensome. In light of the above, we request the Authority to take responsibility for the procurement and allocation of suitable land for essential MSW infrastructure—including parking yards, workshops, canteens, administrative buildings, and other support facilities. Once the land is secured and handed over by the Authority, the Concessionaire shall undertake the construction and thereafter operate and maintain the facilities in accordance with the Project scope and regulatory requirements. This approach will ensure long-term operational stability and safeguard both public interest and project viability.	Tender Condition prevails.
13	DCA Page 31 Clause 4.1.3 **Conditions Precedence for Concessionaire** Procured at its own cost, water connection, power connection and other service connections to the Site;	As is the standard practice in similar tenders, the responsibility for arranging external service connections—such as water supply, power supply, and other utility services—rests with the Authority. Accordingly, we respectfully request the Authority to take responsibility for providing these essential service connections up to the battery limit of the ISWM facility for both intake and off take of the services. The Concessionaire shall thereafter undertake all internal distribution, routing, and related works within the Site, and shall bear the applicable service charges or consumption. This arrangement will ensure timely commissioning of the facility and avoid delays in operational readiness due to external service dependencies.	Tender Condition prevails.
14	DCA Page 62 Clause 9.10 **Mobilization Advance Guarantee (Deleted)**	We respectfully request the Authority to provide a Mobilization Advance equivalent to 20% of the approved Capital Cost of the Project. Such an advance will enable the Concessionaire to initiate and expedite critical pre-construction and construction activities, including procurement, mobilization of resources, and site preparation.	Tender Condition prevails.

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		The advance amount may be adjusted in accordance with the payment milestones defined under the Concession Agreement, and secured through appropriate Advance Bank guarantee.	
15	DCA Page 127 Clause 18.4 Default Interest: NOT APPLICABLE	Upon any failure to make a payment beyond the due date, the Defaulting Party shall be liable to pay default interest on all such outstanding amounts at the rate as declared by the State Bank of India (SBI PLR rate) +3% per annum or part thereof.	Tender Condition prevails.
17	DCA Page 169 Clause 27.3 Arbitration • [Deleted]	Any dispute should be referred and resolved through dispute resolution and arbitration The Arbitration and Conciliation Act, 1996	Tender Condition prevails.
18	Vol : I (RFP) Page : 13 Point : 3 The quoted rates of tipping fee shall be excluding GST.	We request the authority to consider the quoted rates excluding all kind of taxes, duties and cess as well. In the financial bid submission in the KPPP Portal, there is a section / tab to indicate the taxes and duties, this section / tab to be removed as this bid quote is excluding the GST as well.	Tender Condition prevails.
19	Vol : I (RFP) Page : 15 Point : 5.d Resource Utilization Statement by considering the existing establishments of BSWML/BBMP	We request the authority to provide the list of existing establishments and vehicles (package wise), which will be transferred to the concessionaire as part of the concession.	As per estimate provided.
20	Vol I: (RFP), Pg: 42, Clause: 2.16.1 (e) "In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail. In case of any discrepancy between the RFP documents uploaded on the Karnataka Public Procurement Portal / Official Website of the Authority, the former shall prevail."	Clause 2.16.1(e) provides that in case of any discrepancy, the version uploaded on the Karnataka Public Procurement Portal shall prevail. Kindly confirm whether any corrigendum/ addendum or responses to pre-bid queries issued by the Authority will override such discrepancies?	corrigendum/ addendum is issued in KPP Portal is according to the RFP clause.
21	Vol I: (RFP), Pg: 50, Clause: 2.20.4 (e) "In the case of a Selected Bidder, if the Bidder fails to sign the Concession Agreement or commence the assignment as specified in Clauses 2.29 and	Clause 2.20.4(e) permits forfeiture of Bid Security if the Selected Bidder fails to "commence the assignment" per Clause 2.30. Kindly confirm whether procedural delays in signing or mobilization (not attributable to the Bidder) would exempt the Bidder from forfeiture. We also request the Authority to include a cure period before such forfeiture is enforced.	Tender Condition prevails.

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	2.30 respectively; or"		
22	**Vol I: (RFP),** **Pg: 50,** Clause: 2.21.1 "The Bidder, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority any other right or remedy hereunder or in law or otherwise, its Performance Security, ESHS Performance Security or O&M Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions: (a) If a Bidder engages in any of the Prohibited Practices specified in Clause 4.1 of this RFP; (b) if the Bidder is found to have a Conflict of Interest as specified in Clause 2.3; and (c) if the Selected Bidder commits a breach of the Concession Agreement."	Clause 2.21.1 provides for the forfeiture of Performance Security, ESHS Security, and O&M Security as pre-estimated compensation for various events. We request the Authority to kindly clarify whether such forfeiture will be exercised only after providing a notice and an opportunity to be heard. Further, in case of disputes, would such forfeiture be subject to adjudication under the Dispute Resolution Clause of the Concession Agreement?	Tender Condition prevails.
23	Vol I: (RFP), Pg: 53, Clause: 2.22.6 "Any information contained in the Proposal shall not in any way be construed as binding on the Authority, their agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it."	Clause 2.22.6 states that proposal information is not binding on the Authority even after selection. Kindly clarify whether, post issuance of LOA, the information provided in RFP, information provided in DCA, technical and financial proposal form part of the binding obligations under the Concession Agreement, unless expressly superseded.	Tender Condition prevails.
24	Vol I: (RFP), Pg: 54, Clause: 2.26.2	Clause 2.26.2 imposes significant penalties (20% and 50% of remuneration) on substitution of Key Personnel, even in cases of unavailability due to health or other uncontrollable reasons.	Tender Condition prevails.

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	"The substitution of Key Personnel with a candidate of similar experience or more relevant experience shall be accepted during the course of the execution of contract, due to exceptional reasons which would be beyond the control of the concessionaire. Such Substitute shall always have sufficient overlap period for transition, unless the replacement is done due to sudden health reasons. The substitution must be done after approval from the Authority. If the substitution is not made in line with these conditions, a sum equal to 20% (twenty percent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Applicant. In the case of a second such substitution hereunder, such deduction shall be 50% (fifty percent) of the remuneration specified for the original Key Personnel. Any further such substitution may lead to disqualification of the Applicant or Termination of the Agreement."	We request the Authority to consider waiving these penalties for substitutions due to medical or force majeure causes, and to limit the penalty to actual demonstrable loss caused to the project, if any.	
25	Vol I: (RFP), Pg: 55, "Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Bidder or termination of the Agreement, if the reasons are not acceptable to the Authority."	Clause 2.21.1 provides for the forfeiture of Performance Security, ESHS Security, and O&M Security as pre-estimated compensation for various events. We request the Authority to kindly clarify whether such forfeiture will be exercised only after providing a notice and an opportunity to be heard. Further, in case of disputes, would such forfeiture be subject to adjudication under the Dispute Resolution Clause of the Concession Agreement?	Tender Condition prevails.
26	Vol I: (RFP), Pg: 53, Clause: 2.22.6 "Any information contained in the Proposal shall not in any way be construed as binding on the Authority, their agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it."	Clause 2.26.3 disallows substitution of the Team Leader and may result in disqualification or termination. We request the Authority to clarify whether, in exceptional circumstances like health issues or resignation, substitution with equally qualified or superior personnel would be allowed with by informing authority.	Tender Condition prevails.

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27	Vol I: (RFP), Pg: 55, Clause: 2.27 "The Bidder shall, subject to the provisions of the Agreement, indemnify BSWML for any direct loss or damage that is caused due to any deficiency in services. The indemnity of the contract shall be dealt as per Section 124 of the Indian Contract Act,1872."	Clause 2.26.2 imposes significant penalties (20% and 50% of remuneration) on substitution of Key Personnel, even in cases of unavailability due to health or other uncontrollable reasons. We request the Authority to consider waiving these penalties for substitutions due to medical or force majeure causes, and to limit the penalty to actual demonstrable loss caused to the project, if any.	Tender Condition prevails.
28	Vol I: (RFP), Pg: 55, Clause: 2.26.3 "Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Bidder or termination of the Agreement, if the reasons are not acceptable to the Authority."	Clause 2.27 provides that the Bidder shall indemnify for any "direct loss or damage due to deficiency in services." We request the Authority to exclude indirect or consequential losses from the indemnity scope. We also request the authority that the indemnity obligation is capped to a reasonable percentage (5%) of the Contract Value. Requesting the authority to consider the reframing of the clause.	Tender Condition prevails.
31	Vol I: (RFP), Pg: 56, Clause: 2.29.2 And Vol I: (RFP), Pg: 57, Clause: 2.30 "Clause 2.29.2 If the Special Purpose Vehicle fails to execute the Concession Agreement on or before the date specified in LOA, the Authority may, unless they consent to an extension, without prejudice to any of their rights under the RFP or law, disqualify the Selected Bidder, revoke the LOA and forfeit the Bid Security. If Authority elect to disqualify such Selected Bidder and revoke the LOA, then the procedure set out in Clause 2.29.6 shall follow." AND "Clause 2.30 The Bidder shall commence the implementation of the Project at	Clause 2.29.2 and 2.30 allow for forfeiture of Bid Security if the Selected Bidder fails to execute the Concession Agreement or commence the Project within the prescribed time. Kindly clarify whether forfeiture will be preceded by a written notice and opportunity to cure the delay, especially in case of delays not attributable to the Selected Bidder (e.g., pending site handover, approvals, or delays by Authority).	Tender Condition prevails.

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	the Site(s) within [7 (seven)] days of the execution date of the Concession Agreement, or such other date as may be mutually agreed. If the Bidder fails to either sign the Concession Agreement as specified in Clause 2.29 or commence the Project as specified herein, the Authority reserves the right to cancel the tender. In such an event, the Bid Security of the first ranked Bidder shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4."		
33	Vol I: (RFP), Pg: 72, Clause: 5.2 "During the course of Pre-Proposal Conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process. i. The Authority may issue necessary interpretations, clarifications and Addenda as deemed fit. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFP. ii. Any Corrigendum/Addendum thus issued will be uploaded in the website https://karnatakatenders.gov.in. iii. Any verbal clarifications and information given by BSWML or its employees or representatives shall not in any way or manner be binding on BSWML."	Kindly confirm that only written clarifications and addenda issued by the Authority (and not oral statements during the pre-proposal meeting) shall have binding legal force for the purposes of interpretation of the RFP and evaluation.	Addendum issued in the KPP Portal is to be considered. Verbal or informal clarifications by officers of BSWML shall not be binding.
34	Vol I: (RFP), Pg: 77,	Kindly confirm that the declarations in Clauses 9–11 relate only to material matters that affect	Tender Condition prevails.

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	Appendix-I Form-1, Clause: 9,10,11 "9.I/We certify that in regard to matters other than security and integrity of the country, have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community. 10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates. 11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees. "	the bidder's technical/financial capacity or project eligibility and that minor or unrelated notices (not resulting in conviction or suspension) will not be considered disqualifying.	
35	Vol I: (RFP), Pg: 78, Appendix-I Form-1, Clause: 17 In the event of my/our firm/ Joint Venture/Consortium being selected as the Concessionaire, I/we agree to enter into the Concession Agreement in accordance with the Schedule-I of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.	Kindly confirm whether non-negotiability in Clause 17 applies only to material or commercial deviations, and whether clarificatory or mutually agreed amendments for operational alignment will be allowed post-LOA.	Tender Condition prevails.
36	Vol I: (RFP), Pg: 78, Appendix-I Form-1, Clause: 18 "...we shall have no claim, right or title arising out of any documents or information	Kindly confirm that Clause 18 does not preclude the bidder's right to rely on pre-bid responses, site visit reports, or official project data shared by the Authority, and that any misrepresentation or inaccuracy therein will not prejudice the bidder.	Tender conditions prevails.

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	provided...except as set forth in the Concession Agreement..."		
37	Vol I: (RFP), Pg: 80, Appendix-I Form-2, Clause: 7 "A statement by the Bidder and each of the Members of its Joint Venture/Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary)"	No threshold is prescribed for materiality, timeline, or relevance. Kindly define the materiality threshold and time period for disclosure under Clause 7 of Form-2. The clause extends declarations to Associates without defining proximity or control threshold (e.g., holding-subsidiary, promoter group, etc.) Kindly clarify the definition and scope of "Associates" for the purpose of declarations under Form-2. We request that disclosures be limited to those Associates whose credentials are used for qualification or who hold significant control (e.g., >50% ownership). .	Tender conditions prevails.
38	Vol : I (RFP) Page : 113 to 124 APPENDIX-II:FINANCIALPROPOSAL APPENDIX-II Form-1: Covering Letter APPENDIX-II Form-2A: Format for Bid Price Sheet APPENDIX II Form 2B: Format for Financial Bid Support Document APPENDIX-II Form-3: Letter of Declaration APPENDIX-II Form-4: Declaration regarding customs / excise duty exemption for materials to be purchased for use in developing the Project	All the Forms of (Appendix – II Financial Proposal) can't be submitted in the financials part / cover of KPPP portal because there is no provision to upload the forms or scan documents. So, we request the authority to delete the requirement of submitting this form of Appendix – II (Financial Proposal) or allow the bidders to submit in the technical proposal part.	Appendix – II Financial Proposal will be signed and upload without disclosing the rates.
39	Vol II: (DCA), Pg: 13, Clause: 2.21 Integration with existing plants for BSWML: Concessionaire shall be responsible to conduct Secondary Trasport from the notified Transfer Stations to Existing plants where BBMP has existing commitments (Annexure 1 of PIM for details regarding location, capacity and type of waste required, tagging with transfer stations, duration	We request the authority to clarify the following queries; 1) Does 6 units mean 6 Transfer Stations? 2) How will the Concessionaire be compensated for this? 3) Where will the weighment of waste take place?	Tender conditions prevails. Payment for Secondary transportation shall be made as per the bidding documents. Weighment to be done at the accepting and delivery points.

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	of commitment) (It is to be noted that BSWML has existing commitment of secondary transportation of 500 TPD across the BBMP + BUD with another Agency, which shall continue as per the existing contract.)		
40	Vol : II (DCA) Page : 13 Clause : 2.2.1 Integration with existing plants for BSWML: Concessionaire shall be responsible to conduct Secondary Trasport from the notified Transfer Stations to Existing plants where BBMP has existing commitments (Annexure 1 of PIM for details regarding location, capacity and type of waste required, tagging with transfer stations, duration of commitment). (It is to be noted that BSWML has existing commitment of secondary transportation of 500 TPD across the BBMP + BUD with another Agency, which shall continue as per the existing contract.)	Please confirm the payment terms for secondary transportation of waste to the existing plant (BBMP's or existing commitments). Also, please confirm the distance (kms) from the proposed transfer station to the existing plants. We presume the payment for this secondary collection activity (to existing plants), will be 50% of the quote rate. Please confirm.	Tender conditions prevails.
41	Vol : II (DCA) Page : 15 Clause : 2.2.2 The Concessionaire shall also be responsible to take necessary action to accrue benefits from Carbon Credits, as per Clause 5.1.7 (hh), and subsequently share 50% of the benefits accrued from the Carbon Credits of the Project with the Authority.	Generally, the entire benefits of carbon credits to be the concessionaire account only. We request the authority to consider this because the entire investment for construction of the plant is made by the concessionaire.	Tender conditions prevails.
42	Vol II: (DCA), Pg: 17, Clause: 2.4.1 The jurisdictional area under the scope of this package comprises sixteen (16) divisions. Each division shall be provided with a Transfer Station, to be developed by BSWML and subsequently handed over to the respective Concessionaire for	The specifications and OEM of equipments should be finalized in consultation with the concessionaire as we will have to do the O&M	Tender conditions prevails.

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	that jurisdiction.		
43	Vol II: (DCA), Pg: 17, Clause: 2.4.1 The Concessionaire shall initiate the operation and maintenance of Transfer Stations, including storage, handling of waste, and transportation of Refuse-Derived Fuel (RDF) from designated Dry Waste Collection Centers (DWCCs) (as per Annexure 1 of PIM) to the Project facilities or to the existing commitment plants	We request the authority to specify the compensation mechanism of the respective work.	Tender conditions prevails.
44	Vol II: (DCA), Pg: 18, Clause: 2.4 .1 The Concessionaire shall be responsible for identifying suitable land parcels and establishing the required infrastructure, including vehicle parking yards, workshops, canteens, and administrative buildings, in accordance with operational and regulatory requirements.	We request the authority to arrange the land parcel adjacent & contiguous to the transfer station / processing facility for the construction of vehicles parking yards, workshops, canteen, and administration buildings at free of cost. Authority to confirm.	Tender conditions prevails.
45	Vol : II (DCA) Page : 16 Clause : 2.3.4 The Authority shall provide a Minimum Waste Guarantee, i..e, minimum amount of waste that shall be delivered to the Transfer Stations (excluding the amount committed to existing plants) equal to 50% of the Planned P&D Capacity in the first 5 years after COD, and equal to 70% of the Planned P&D Capacity thereafter. This shall include the waste from Bulk Waste Generators, if any, accepted for processing by the Concessionaire.	The Minimum Waste Guarantee given by the authority is very low, whereas the plant planned capacity is seeked by the authority is 125% of the waste generation. Hence we request the authority to consider and assure a minimum waste guarantee of 95% from the transfer station. And the authority should pay a compensation at lest 70% of tipping fee for the differential quantities, if the minimum assured quantity (available at the transfer station) is less than 95% on a daily basis.	Tender conditions prevails.
46	Vol : II (DCA) Page : 18 Clause : 2.3.4 The Concessionaire shall initiate the operation and maintenance of Transfer Stations, including	The respective clause to be amended, as the taking over of the transfer station will be done 3 months from the COD of the Processing & Disposal Plant or 90 days' time is given to the concessionaire to take over the transfer stations.	Tender conditions prevails.

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	storage, handling of waste, and transportation of Refuse-Derived Fuel (RDF) from designated Dry Waste Collection Centers (DWCCs) (as per Annexure 1 of PIM) to the Project facilities or to the existing commitment plants (as per Annexure 1 of PIM), immediately upon execution of the Concession Agreement.		
47	Vol : II (DCA) Page : 20 Clause : 2.4.2 The Concessionaire shall also develop waste management facilities for the treatment and disposal of dead animals, sanitary waste, and any other waste types as authorized by the Authority as per the SWM Rules of 2016.	We request to indicate the average quantity (Nos) the dead animals should be treated and disposed in this respective package. Also, kindly brief the payment mechanism for treatment and disposal of dead animals and sanitary waste.	Tender conditions prevails. No separate payment mechanism for this. It shall be considered as part of P&D scope of work and payment shall be made on per ton basis as per the document.
48	Vol : II (DCA) Page : 21 Clause : 2.4.3 Items excluded from Scope of work: Receive, manage, process or dispose Bulk Waste Generated	The Point of "Receive, manage, process or dispose Bulk Waste Generated" to be deleted from the excluded from scope of work because there is a provision in the tender document / concessionaire agreement to the concessionaire to collect, transport and processing the waste generated from the bulk generators	Tender conditions prevails.
49	Vol : II (DCA) Page : 21 Clause : 2.4.3 Items excluded from Scope of work:	We request to be added in the excluded from scope of work: Receive, Manage, Process or dispose Construction & Demolition Waste.	**Amendment:** The same shall be added to the list of "Items excluded from Scope of work"
50	Vol II: (DCA), Pg: 21, Clause: 2.5, Point 1 "The Authority shall initiate and implement appropriate processes to expedite land acquisition required for the development of the Integrated Solid Waste Management (ISWM) processing and disposal facilities."	We request to kindly confirm the outer time limit by which all land parcels (for processing, landfill, workshops, parking, etc.) will be handed over to the Concessionaire. Will delays in land handover be treated as Authority Default under the Concession Agreement?"	Tender conditions prevails.
51	Vol II: (DCA), Pg: 21, Clause: 2.5, Point-2 "The Authority shall ensure the smooth transition and handover of all relevant existing project facilities, including fixed	We request to kindly clarify whether the Authority shall ensure functionality of the existing assets (transfer stations, machinery, vehicles) at the time of handover. Will the Concessionaire be entitled to inspection and joint verification before takeover?	Tender conditions prevails.

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	and mobile assets related to municipal solid waste management. This shall include, but not be limited to Facilities for Secondary Transportation, as applicable."		
52	Vol II: (DCA), Pg: 27, Clause: 3.2.13 "To modify, adapt, upgrade or change the technology, from time to time, based on actual operations of the Processing Project Facility, Good Industry Practices and the requirements of the Project except in respect of the building by-laws, subject to no disruption in services and obligations;"	We request to kindly clarify whether prior approval of Authority will be required in case of any technological upgrade or change post-COD.	Any technological upgrades must be after approval of the Authority.
53	Vol II: (DCA), Pg: 28, Clause: 3.2.17 To utilize the existing infrastructure like dumper bins, vehicles, transfer stations, etc., if available on an 'as is where is' basis.	In the interest of ensuring operational efficiency and long-term reliability, we strongly prefer the deployment of new transfer stations rather than existing one	Tender conditions prevails.
	Vol : II (DCA) Page : 28 Clause : 3.3 Specifically, construction must be completed within 24 months from either the date of the Letter of Award (LOA) or the site handover, whichever is later, at which time a Construction Completion Certificate is issued.	Constriction Period should be 24 Months from the execution date i.e signing of the concession agreement not from the date of Letter of Award issuance (Refer clause 2.2.2 of DCA) Kindly re confirm the exact start date of construction period.	**Amendment:** Specifically, construction must be completed within 24 months from either the date **signing of the Concession Agreement** or date of site handover, whichever is later, at which time a Construction Completion Certificate is issued.
54	Vol : II (DCA) Page : 30 Clause : 4.1.2 Conditions Precedent for Authority	We request to kindly indicate the following activity as part of conditions precedent for authority. Execution of Substitution Agreement with SPV Company and transfer the rights and obligation of concession to the SPV Company.	Tender conditions prevails.
55	Vol II: (DCA), Pg: 32, Clause: 4.3 & 4.4 The Authority shall pay Damages to the Concessionaire	We request the authority to consider the same % against damages for delay as given in clause 4.3 i.e. 0.1% (zero point one per cent). Authority to confirm.	Tender conditions prevails.

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	of an amount calculated at the rate of [0.1% (zero point one per cent)] of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum amount equal to the bid security. whereas The Concessionaire shall pay Damages to the Authority of an amount calculated at the rate of [0.2% (zero point two per cent)] of the Performance Security for each day's delay until the fulfilment of the Conditions Precedent, up to the maximum amount equal to the bid security.		
56	Vol II: (DCA), Pg: 49, Clause: 6.1.2 undertake Secondary Transportation till the handover of Transfer Stations to the Concessionaire; undertake Processing and Disposal of Solid Waste until the COD	It is understood that the scope of secondary transportation shall start only after handing over of existing / under construction / new transfer stations. Authority to confirm.	Tender conditions prevails.
57	Vol II: (DCA), Pg: 50, Clause: 6.1.2 handover to the Concessionaire within [24 (twenty four) months] of the Execution Date, the existing infrastructure of Secondary Transfer Stations on an as is where is basis, if any;	We request the authority to provide the details of the existing transfer stations: Civil: Existing structure along with detailed engineering drawings. Mechanical: Details of existing equipment / vehicles Electrical: Details of existing transformer, incoming power supply, existing DG set if any, capacities along with specifications. We would also like to inform that any liability for the prevailing contamination, electrical consumption charges, taxes if any at the existing transfer stations / proposed P&D facility till handing over date shall not be with the concessionaire. Authority to confirm.	Tender conditions prevails.
58	Vol II: (DCA), Pg: 50, Clause: 6.1.2 Provide Minimum Waste Guarantee to the Concessionaire; this shall be equal to 50% of the Planned	We request the authority to clarify since, the bulk waste generators are not included in the scope of the concessionaire, hence the same should not be considered for calculating minimum waste guaranteed quantity. The concessionaire would also like to inform the authority that minimum waste guarantee of 50%	Tender conditions prevails.

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	P&D Capacity for the first 5 years, and equal to 70% of the Planned P&D Capacity thereafter. This shall include the waste from Bulk Waste Generators, if any, accepted for processing by the Concessionaire.	is not feasible and request to consider at least 70% as minimum waste for first 5 years and 90% thereafter. Also, the concessionaire requests the authority to consider the compensation in case the minimum guaranteed waste is not provided. Authority to confirm.	
59	Vol II: (DCA), Pg: 60, Clause: 9.6.2 "The Authority shall have the right to draw on the Performance Securities and claim up to the amount guaranteed upon the Concessionaire's failure to satisfy any Condition Precedent or honour any of its obligations, responsibilities or commitments during the Construction Period (or until the Termination Period, in case the other Security falls short), or any amount due and payable by the Concessionaire to the Authority (including any Delay Liquidated Damages), in accordance with this Agreement."	We request to kindly clarify whether the Authority shall be required to issue a prior written notice and provide an opportunity to cure before invocation of Performance Security.	Tender conditions prevails.
60	Vol II: (DCA), Pg: 60, Clause: 9.6.3 "The Authority shall have the right to draw on the O&M Securities and claim up to the amount guaranteed upon the Concessionaire's failure to honour any of its obligations, responsibilities or commitments during the O&M period, or any amount due and payable by the Concessionaire to the Authority (including any Liquidated Damages), in accordance with this Agreement."	We request to kindly clarify whether the Authority will issue a notice and provide a reasonable cure period prior to invoking the O&M Security. Further, please confirm that O&M Security will not be invoked for disputed claims and will be limited to certified, due and payable amounts.	Tender conditions prevails.
61	Vol II: (DCA), Pg: 60, Clause: 9.6.4 "Without prejudice to its right to draw on the Performance Securities or, as the case may be, the O&M Securities, the Authority shall have the right to	Kindly clarify what constitutes a breach of ESHS obligations warranting invocation of ESHS Security. Will there be a threshold of materiality and a defined cure period? Please also confirm that invocation will not occur without opportunity to clarify or resolve ESHS compliance issues.	Deviations from approved ESHS Documents shall be considered a breach.

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	draw on the ESHS Performance Securities and claim up to the amount guaranteed upon the Concessionaire's failure to honour any of its ESHS related obligations, responsibilities or commitments during the Construction Period or the O&M period, as set out in the approved ESHS Documents, in accordance with this Agreement."		
62	Vol II: (DCA), Pg: 64, Clause: 10.2.5 "The full ownership and title over the Sites shall vest with Authority for the entire Concession Period"	As the title and ownership over the Site remains with the Authority during the entire Concession Period, we request the Authority to clarify the following: Whether the Authority shall bear and be solely responsible for payment of all property taxes, municipal levies, land conversion charges, and statutory demands levied on the land during the Concession Period? and Whether the Concessionaire shall be indemnified and held harmless against any demand from any authority relating to land title, usage, or land-based taxes?	Tender conditions prevails.
63	Vol II: (DCA), Pg: 66, Clause: 10.4 Authority is required to compensate the additional lead charges and other associated costs thereof to the Concessionaire, based on actuals upon occurrence of changes in project facility locations/sites/Transfer station locations from that of the areas /locations/sites specified herein this Agreement. For the purpose of estimation, an aggregate lead of 75 km has been considered as distance of the Project Site from the Transfer Stations.	We request the authority to clarify the compensation mechanism of additional lead charges over and above 75 km. Authority to confirm.	Payment for additional distance shall be made basis SOR rates, after assessment by IE, PMU and the Authority.
64	Vol II: (DCA), Pg: 94, Clause: 15.9 The Concessionaire shall obtain, install and maintain at its cost, all utilities necessary for undertaking the construction of the Project Facilities, including all temporary power and water connections, lighting facilities, telephone connections, internet connections, etc., at the Site(s). The Concessionaire shall bear the cost of all power, water, and	We request the authority to arrange the power and water connection at a single point during the construction period. Necessary distribution and charges shall be borne by the concessionaire. Authority to arrange and confirm.	Tender conditions prevails.

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	other utilities consumed by it during the Construction Period, and the Concessionaire shall not be entitled to claim any reimbursement from Authority in this regard.		
65	Vol : II (DCA) Page : 32 Clause : 4.3 & 4.4 Damages for delay by the Authority: [0.1% (zero point one per cent)] of the Performance Security for each day's delay until the fulfillment of such Conditions Precedent, subject to a maximum amount equal to the bid security. Damages for delay by Concessionaire: [0.2% (zero point two per cent)] of the Performance Security for each day's delay until the fulfillment of the Conditions Precedent, up to the maximum amount equal to the bid security	The damages for delay in fulfilling the conditions precedent for authority is very less and unreasonable when compared with the damages for delay applicable on the concessionaire in non-fulfillment of condition precedent. We request the authority to have uniform / same damages / penalties system upto conditions precedent, which is very important phase of the project for successful implementation.	Tender conditions prevails.
66	Vol : II (DCA) Page : 35 Clause : 5.1.3 The Concessionaire shall arrange for and procure, at its own cost and risk, all infrastructure facilities and utilities for the construction, development, operation and maintenance of the Project, including procuring connection for and supply of electricity, water, gas and other utilities as may be necessary or required for the operation of the Project. The Concessionaire shall obtain all Applicable Permits and comply with the conditions there under for the procurement and use of such infrastructure facilities and utilities.	We request the authority to provide electricity and water lines until the boundary of the proposed site. And all the internal routing of electrical lines and user charges during construction and operation phase will be paid by the concessionaire.	Tender conditions prevails.
67	Vol : II (DCA) Page : 44 Clause : 5.10 Obligations relating to Taxes: The Concessionaire shall pay, at all times during the subsistence of this Agreement, all Taxes, levies, duties, cesses and all	We request the authority to exempt this project from municipal or local body taxes as this project developed as part of the public and urban infrastructure for Bengaluru.	Tender conditions prevails.

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	other statutory charges payable in respect of the Project.		
68	Vol : II (DCA) Page : 49 Clause : 6.1.2 provide the Sites on leave and license basis free from Encumbrance to the Concessionaire and ensure that no barriers are erected or placed on or about the Sites by any Government Instrumentality or persons claiming through or under any Government Instrumentality, except for reasons of Safety Requirements, Emergency, national security, or law and order;	We request the authority to indicate and consider the License Fee / Land Lease amount of Rs 1/- Per Acre (Per Year) for the land provided to develop the proposed processing and disposal facility.	Tender conditions prevails.
69	Vol : II (DCA) Page : 56 Clause : 9.1.1 The Performance Security shall be reduced to 25% (twenty-five per cent) till the end of Concession Period or till the Termination Date, as the case may be.	We request the authority to reduce / return the entire 100% of performance security of 5% of estimated project cost because there is provision and obligation on the concessionaire to submit 4% of annual tipping fee as O&M Security and 1% of annual tipping fee as ESHS Performance Security during O&M Period of 30 years.	Tender conditions prevails.
70	Vol : II (DCA) Page : 127 Clause : 18.4 Default Interest: NOT APPLICABLE	We request the authority to provide the provision of Interest on the delay payment because this is huge investment project by the private company, wherein the financial closure of any kind of PPP Project is not possible without a provision of Interest Clause in the Agreement. Generally, as per the PPP terms Default Interest rate will be as per the SBI Prime lending rate + 2%.	Tender conditions prevails.
71	Vol : II (DCA) Page : 130 Clause : 19.2	We request the Authority to amend the Segment Wise Tipping Fee as follows because as per the provision of the payment terms it is 60% (Fixed Tipping Fee) + 40% (Variable Tipping Fee) based on the KPI's).	Tender conditions prevails.
72	Vol : II (DCA) Page : 149 Clause : 23.2 Increase in costs If as a result of Change in Law, the Concessionaire suffers an increase in costs or reduction in net after-tax return or other financial burden, the aggregate financial effect of which exceeds 0.5% of the Estimated	We request the authority to consider any amount more than INR 10 Lakhs incurred by the concessionaire due to Change in Law as per provision of article 23 of DCA and should be treated increase in costs as a result of Change in Law.	Tender conditions prevails.

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	Capital Cost of the Project in any Accounting Year,		
73	Vol : II (DCA) Page : 153 Clause : 24.3 Authority Event of Default: Authority has failed to make any payments due to the Concessionaire and more than 120 (one twenty) days have elapsed since such default;	We request the Authority to amend the respective point and include in the "Authority Event of Default" because it is difficult to operate the project without payment for a period 4 months. Authority has failed to make any payments due to the Concessionaire and more than 45 (forty five) days have elapsed since such default;	Tender conditions prevails.
74	Vol : II (DCA) Page : 162 Clause : 25 Article : 25 - Termination Compensation	The termination payment indicated in the respective article is not standard as per the PPP Contractual Terms. Also, kindly specific which termination / compensation is applicable is the Article 25 or Schedule : 18 of Schedules.	**Amendment:** Refer Appendix. Article 25 to be considered. **Schedule 18 of Volume 3 shall hereafter stand deleted.**
75	Vol : II (DCA) Page : 169 Clause : 27.3 Arbitration	We request the authority to consider and provide a provision of resolution of disputes through arbitration and conciliation act 1996 wherein a panel of arbitrator are appointed to resolve the disputes among the parties.	Tender conditions prevails.
76	Vol : III (Schedules) Page : 32 Annex 2 Schedule 8 (Division)	Whether this clause is implemented We request the Authority to be specific on the exact number of divisions in each package, there is contradiction / mis match information between the RFP, DCA and Schedules related to divisions.	Tender conditions prevails.
77	Vol : III (Schedules) Page : 168 SCHEDULE 27 - Terms of Reference for Undertaking Community Participation program	We request the authority to delete or exclude the activities of Households Survey or Households Awareness programs as part of IEC activities because the concessionaire is responsible from secondary transportation. Usually the IEC activities and waste generators connect will be with the Door to Door Collection Agency or the Municipal Corporation itself.	Tender conditions prevails.
78	Vol : III (Schedules) Page : 180 Schedule:37 – Land Lease Agreement Format	We request the authority to provide the format of Land Lease Agreement before bid submission to avoid any contradictions during the agreement signing or project implementation phase.	Land shall be provided on permissive use basis. No land lease agreement shall therefore be valid.
79	Vol II: (DCA), Pg: 139, Clause: 21.1.2 "Non-Political Force Majeure Event shall not include the following conditions, except to	Kindly clarify whether abnormally high rainfall (beyond seasonal norms) will be treated as a Non-Political Force Majeure Event. Further, if a subcontractor fails to perform due to an Independent Force Majeure Event, will that be recognized as Force Majeure for the Concessionaire?	Tender conditions prevails.

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	the extent resulting from a Non-Political Force Majeure Event: • heavy rainfall;"		
80	Vol II: (DCA), Pg: 14, Clause: 2.21 Stations in this package are currently operational and operated by agencies contracted by the Authority. Refer Annexure 1 of PIM for details regarding the current operator, assets in place, layout, duration of existing contract and scope of work for each of them. These (and the responsibility for Secondary Transportation under these Transfer Stations) will be handed over to the Concessionaire after a period of 5-7 years, as soon as the current agreement expires. Until such time, the Concessionaire will not be responsible for operation of Transfer Station or to perform Secondary Transport in these respective areas.	Request the authority to specify the loss of tonnage because of this operators?	Tender conditions prevails.
81	Vol II: (DCA), Pg: 15, Clause: 2.2.2 Concessionaire shall be responsible for Construction of the Integrated Processing Facility within 24 months from the Execution Date or handover of the site	Does this include sanitary landfill? if yes EC itself will take 8-12 months. Request review time lines	Tender conditions prevails.
82	Vol II: (DCA), Pg: 15, Clause: 2.2.2, Para 1-2.3 "Design, Development, Operation, Maintenance, and Management of Sanitary Landfill for disposal of remnants and residual inert matters from processing of MSW: It is proposed to develop new sanitary disposal landfill and a leachate treatment plant (LTP) for management of inerts to be landfilled after processing of MSW. Concessionaire shall be responsible to transport inert	COD of facilities is tied to handover of land, but "handover" is undefined (physical or legal possession). Please confirm that the 24-month construction timeline will begin only from the date of physical possession of encumbrance-free land, and not merely from Execution Date.	Tender conditions prevails.

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	and post-processing inert materials from their own processing sites to the landfills. Concessionaire shall be responsible for Construction of the Sanitary Landfill and the Leachate Treatment Plant (as per discretion of the Concessionaire) within 24 months from the Execution Date or handover of the site, whichever is later; and operating the same for 30 years post COD. Furthermore, the Concessionaire shall be responsible for performing post-closure activities as per prevailing guidelines of Central Pollution Control Board, State Pollution Control Board, SWM Rules, etc. over the next 15 years to ensure proper closure of the landfill."		
83	Vol II: (DCA), Pg: 16, Clause: 2.3.3 "The proposed planned capacity has been assessed and planned to meet the projected demand of Year 2030. Due to variations on a daily basis, the Concessionaire must accept maximum up to 125% of the Planned Capacity on any given day."	Please confirm whether Concessionaire shall be paid additional tipping fee on pro-rata basis for quantities exceeding Planned P&D Capacity	Payment shall be made on a per ton basis as per the agreed tipping fee and payment mechanism.
84	Vol II: (DCA), Pg: 16, Clause: 2.3.4 The Authority shall provide a Minimum Waste Guarantee, i..e, minimum amount of waste that shall be delivered to the Transfer Stations (excluding the amount committed to existing plants) equal to 50% of the Planned P&D Capacity in the first 5 years after COD, and equal to 70% of the Planned P&D Capacity thereafter	50 % minimum guaranteed waste is grossly inadequate , should be at-least 80% , since we have to plan for a capacity of 125 %.	Tender condition prevails.
85	Vol II: (DCA), Pg: 169, Clause: 27.2 "If such meeting does not take	Requesting the authority to consider addition of arbitration clause and dispute resolution as per provisions of Arbitration and Conciliation Act 1996.	Tender conditions prevails.

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	place within the [7 (seven)] day period or the Dispute is not amicably settled within 15 (fifteen)] days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within [30 (thirty)] days of the notice in writing referred to in Article 27.1.1 or such longer period as may be mutually agreed by the Parties, either Party may approach the Court of Law in Bengaluru jurisdiction."		
86	Vol II: (DCA), Pg: 169, Clause: 27.3 Arbitration	Requesting Authority to add clause on Arbitration as per the Arbitration and concilliation Act, 1996	Tender conditions prevails.
87	Vol II: (DCA), Pg: 17, Clause: 2.4 .1 The average trip distance considered for secondary transportation—from the Transfer Station to the entry point of the processing plant up to the weighbridge—is estimated at 75.00 kilometers. However, this distance may vary depending on the final locations of the Transfer Stations and the processing facility. In cases where the actual average trip distance varies by more than 10% from the estimated average, the additional lead distance for secondary transportation shall be considered for reimbursement, subject to the prior approval of the Authority.	Request the authority to confirm whether average trip distance (75 km for North package and 40 km for South package) is considering all the transfer station (existing / under construction / yet to be constructed) within the respective package including all zones. Authority to confirm.	Tender conditions prevails.
88	Vol II: (DCA), Pg: 17, Clause: 2.4 .1 Vol IV: (PIM), Pg: 41, Annexure 1 Each division shall be provided with a Transfer Station, to be developed by BSWML and subsequently handed over to the	Request the authority to confirm the number of transfer stations currently under operation as in CA – 3 transfer stations are in operational and in PIM – only 1 LTS and 7 MTS are operational. Please clarify the discrepancy. Also, please provide the handing over time lines for the transfer stations listed as "Yet to be confirmed" in the referred table. Authority to confirm.	Tender conditions prevails.

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	respective Concessionaire for that jurisdiction. a Project level, three (3) transfer stations are currently under AMC contracts with a tenure of seven years. Upon termination of these contracts and based on mutual consent between the Authority and the Concessionaire, these transfer stations shall be handed over on an as-is basis, along with the Secondary Transportation (C&T) scope under the corresponding ISWM package.		
89	Vol II: (DCA), Pg: 17, Clause: 2.4 .1 & Vol IV: (PIM), Pg: 41, Annexure 1 Four (4) new transfer stations, currently under construction, shall be handed over to the Concessionaire along with the Secondary Transportation scope of the respective ISWM package. The additional transfer stations required under the respective package shall be developed by the Authority at its own cost and handed over to the Concessionaire in a phased manner, along with the corresponding Secondary Transportation responsibilities. The same shall be completed within the first 2 years from the Execution Date.	Request the authority to confirm the number of transfer stations currently under construction as in CA – 4 transfer stations are in operational and in PIM – only 1 LTS and 5 MTS are operational. Also, the concessionaire requests the authority to hand over the Transfer stations under construction along with the additional Transfer stations (as required) before the start of work order / agreement for ensuring smooth operations. Authority to confirm and arrange.	Tender conditions prevails.
90	Vol II: (DCA), Pg: 180, Clause: 32.14, Para 1 "The Concessionaire shall indemnify, defend and hold harmless (the "Indemnifying Party") The Authority (the "Indemnified Parties") during the Concession Period from and against all liabilities, damages, losses, expenses, claims, suits, proceedings,	Kindly clarify and consider restricting the indemnity obligations to only direct damages suffered by the Authority due to proven breach, negligence, or willful misconduct by the Concessionaire. Please also specify that indemnification shall be subject to applicable judicial determination or proven liability.	Tender condition prevails.

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	judgments, settlements, actions, costs of any nature whatsoever, whether directly or indirectly arising, for personal injury, for damage to or loss of any property and any Third Party liability, including reasonable attorneys' fees, actually incurred or suffered by the Indemnified Parties…"		
91	Vol II: (DCA), Pg: 181, Clause: 32.14, Para 2 "The Concessionaire shall be responsible for executing, performing its obligations hereunder in accordance with the provisions of this Agreement at its risk and consequence and shall be responsible for any liability whatsoever arising under, in connection with or in relation to the discharge of obligations hereunder by the Concessionaire or Persons claiming through or under it and shall indemnify, keep indemnified and hold The Authority and its advisors harmless in this behalf."	Kindly clarify whether indemnification shall apply only for breach, default, negligence, or non-compliance, and not for actions done in good faith or due to Force Majeure. Please consider aligning liability with material breach thresholds.	Tender conditions prevails.
92	Vol III: (Schedules), Pg: 6, Schedule: 1 Clause: 1.2.2(c) The revenue or income from the sale of segregated useful materials, including reusable and recyclable materials (if any), compost, soil conditioner, raw RDF, C&D waste, soil, power, electricity, or any other by-products, shall accrue to the Concessionaire. The Concessionaire shall also be responsible to take necessary action to accrue benefits from Carbon Credits, and subsequently share 50% of the benefits accrued from the Carbon Credits of the Project with the Authority.	Request the authority to confirm, whether the required infrastructure like - digital and governance frameworks, systems for monitoring, reporting, and verifying emission reductions - for accruing the benefits of carbon credits shall be provided by Authority. Authority to confirm.	Tender conditions prevails.
93	Vol III: (Schedules), Pg: 12, Schedule: 1,	Request the authority would like to inform the authority that based on previous experience; for the given waste quantity and inert generation	Tender conditions prevails.

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	Clause: 2.5 (c) The Authority will provide suitable, sufficient and encumbrance free land for construction of Integrated processing & disposal facilities and all other facilities required for the entire term of the agreement at permissive use only (Article-10.1). The details of the potentially available land parcels are annexed as part of the RFP.	(20%), the allocated area of 90 acres for North package and 100 acres for South package is not sufficient; and would require minimum of 200 acres. Hence the concessionaire would request the authority to arrange for additional contiguous land to the proposed facility. Authority to note and arrange.	
94	Vol III: (Schedules), Pg: 13, Schedule: 1, Clause: 2.6 (b) To ensure revamping, redevelopment, operation and maintenance of all existing and new facilities including SCTPs, TS, MRFs, Fleets, Vehicle parking yards and workshops etc. To utilize the existing infrastructure like DWCC, vehicles, transfer stations, etc., 'as is where' is applicable.	The concessionaire requests the authority to furnish the details of the existing infrastructure and clarify the scope of revamping and redevelopment of the existing infrastructure. Authority to confirm.	Tender conditions prevails. No processing unit/DWCC shall be handed over to the Concessionaire.
95	Vol IV: (PIM), Pg: 25, Clause: 3.1 A (b) These (and the responsibility for Secondary Transportation under these Transfer Stations) will be handed over to the Concessionaire after a period of 5-7 years, as soon as the current agreement expires. Until such time, the Concessionaire will not be responsible for operation of Transfer Station or to perform Secondary Transport in these respective areas.	The concessionaire understands that the scope of secondary transportation shall start only after handing over of existing / under construction / new transfer stations; and the waste shall be supplied to the proposed P&D facility at a designated location after obtaining COD. Authority to confirm.	Tender conditions prevails.
96	Vol IV: (PIM), Pg: 25, Clause: 3.1 A (b) All the Transfer Stations, existing and new, being handed over shall include hookloaders and containers provided by the Authority.)	The concessionaire would like to clarify the modalities for ensuring the warranty / guarantee / AMC of the equipment / vehicles / hook loaders, containers, etc. handed over to concessionaire along with the Transfer Station. Also, authority to clarify if the civil construction will be executed as per the design, layout and quality as per the concessionaire standards. Please clarify how the quality of works will be ensured by the authority. Kindly clarify.	Complete O&M responsibility of the Transfer Stations and associated vehicles to be with the Concessionaire.

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97	Vol IV: (PIM), Pg: 27, Clause: 3.1 The proposed planned capacity has been assessed and planned to meet the projected demand of Year 2030. Due to variations on a daily basis, the Concessionaire must accept maximum up to 125% of the Planned Capacity on any given day.	The concessionaire would request the authority to clarify the modality in case the secondary C&T and P&D, exceeds 125% of the planned capacity. Authority to confirm.	If the capacity at any given day is more than 125%, the Concessionaire is free to refuse acceptance of the same. The provision is for functions, festivals, other unforeseen circumstances, etc.
98	Vol III: (Schedules), Pg: 28, Schedule: 8, Clause: 1.5 No additional land (required for ancillary buildings, extension/ addition to the Project Facilities or for construction of works due to change of Scope of Work) shall be provided by the Authority in accordance with the Agreement.	We would like to request the authority that based on previous experience; for the given waste quantity and inert generation (20%), the allocated area of 90 acres for North package and 100 acres for South package is not sufficient; and would require minimum of 200 acres. Hence the concessionaire would request the authority to arrange for contiguous land to the proposed facility. Authority to note and arrange.	Tender conditions prevails.
99	(North Package) Vol III: (Schedules), Pg: 28, Annex 1 – Schedule 8, Clause: 1.5 Land Owned by : Private Land Note: BSWML must procure the land at Terrafirma from private owner on standard purchase basis Site Conditions Sewerage Line connection: Need to be established Access Road: Available	We request the authority to provide the land without any encumbrances; by the start of the project. The concessionaire would request the authority to arrange for the sewer system at the proposed processing facility – Terrafirma and an all-weather road with atleast 10m wide for heavy vehicles movement (to and fro) shall also be provided by the Authority. Authority to arrange and confirm.	Tender conditions prevails.
100	(South Package) Vol III: (Schedule), Pg: 29, Annexure-1, Schedule: 8 Clause: 1.5 Land Owned by: Quarry and Plain land – PWD Note: To procure the land parcel on transferable basis from PWD to BSWML at Gollahalli. Site Condition Electricity: Need to be	The given location is an open quarry, and are surrounded with inhabitants. We request the authority to provide alternative land considering the environmental / MSW landfill rules - SWM 2016 without any encumbrances for starting the project. We request the authority to arrange Electricity, water line and sewer system at the proposed processing facility – Gollahalli and an all-weather road with atleast 10m wide for heavy vehicles movement (to and fro) shall also be provided by the Authority. Authority to arrange and confirm.	Tender conditions prevails.

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	Established Water Line & Requirements: Need to be Established Sewerage Line connection: Need to be Established Access Road: Available		
111	Vol IV: (PIM), Pg: 31, Clause: 3 (c) Management of Domestic Hazardous Waste: Hazardous waste such as physical, chemical, biological, reactive, toxic, flammable, explosive, or corrosive waste, if found, during excavation, sorting or segregation shall be stored in a separate area for inspection by authorities of the Municipal Corporation, which will arrange to shift, transport, and dispose by authority as per the Hazardous and Other Waste (Management and Transboundary Movement) Rules, 2016.	The concessionaire would like to clarify the modality to be adopted in case it is required to reject the entire load of domestic hazardous or other toxic waste that are mixed and received along with the municipal solid waste at the transfer station. Authority to clarify.	Tender conditions prevails.
112	Vol IV: (PIM), Pg: 41 to 47 List of Transfer Stations	We request the authority to consider upgrading the proposed new transfer stations with higher capacity infrastructure. Specifically, it is recommended to adopt 260 cum static compactors along with 26T hook-lift vehicles equipped with 29 cum containers. This will enable handling of larger waste volumes with fewer trips, improving operational efficiency.	Tender conditions prevails.
113	Vol IV: (PIM), Pg: 49, Annexure - 1, Clause: (c) C. Existing Commitments of BSWML No. | Package | Name of Plant | Type of Plant (WTE/Bio-meth, etc) | Type of Waste to be delivered | Operated by (Name contracts) 1 | North | HSGP Plant | Composting | Wet | HSGP 2 | North | Kozhu bio meth plant | Bio-meth | Wet | M/s Om Aparajita LLP 3 | North | Kozhu Soni waste processing plant | Soni waste | Soni Waste | M/s Om Aparajita LLP 4 | North | Kozhu Animal Rendering Plant | Animal waste rendering | Animal waste | M/s Om Aparajita LLP 5 | North | Kozhu Animal Carcasses Incineration | Animal Incineration | Animal Carcasses | M/s Om Aparajita LLP 6 | North | Nattikere - 35 West zone | Biometh | Wet | M/s Carbo Masters 7 | North | Gandhinagar - 94 West zone | Biometh | Wet | M/s Carbo Masters 8 | North | Kaverinpu Nagar - 11, Yelahanka zone | Biometh | Wet | To be repaired 9 | North | SKH Market - 128, West zone | Biometh | Wet | M/s Carbo Masters 10 | North | Domlur - 112 East zone | Biometh | Wet | M/s Carbo Masters	We request the Authority to clarify on whether the infrastructure of the "existing commitments of BSWML" shall be transferred to the concessionaire at the "commitment end date" of each plant.	Tender conditions prevails. No processing units shall be handed over to the Concessionaire.
114	Vol III: (Schedules), Pg: 50, Schedule 12, Clause: 1 Scheduled COD would be 24 months from the Appointed date.	We request the Authority to clarify on whether the timelines shall be considered from the date of handing over of the processing facility without any encumbrances excluding monsoons, adverse weather conditions and force majeure if any.	Tender conditions prevails.

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115	Vol IV: (PIM), Pg: 68, Annexure 3 - Sub-clause: 5 The Sanitary waste comes to around 1% of the total Generated SW i.e. 60 Tons Per Day (TPD) approx. As of now there is no such facility to handle and manage Sanitary waste in a scientific Manner. However it is collected separately and processed through the bio-medical waste Management agencies in four of the zones. Thus, through this project of establishing an ISWM Plant will have the Incineration Facility for these Sanitary waste. The Sanitary waste is collected from apartments, women's hostels and hospital wards.	We request the Authority to clarify on whether the scope of secondary C&T and P&D of sanitary waste as presently it is collected and processed separately by another agency. In case the scope of C&T and P&D is with the concessionaire; then the secondary C&T shall be done only after handing over of the transfer station and for P&D, the authority may suggest till COD for P&D is received by the concessionaire.	Tender conditions prevails.
116	Vol IV: (PIM), Pg: 69, Annexure-3, Clause: 7 There are also mini transfer stations which act as waste collection centres.	We request the Authority to clarify on whether the whether secondary transportation from mini transfer station to Large transfer station / P&D facility is in the scope of the concessionaire.	Tender conditions prevails.
117	General	We request the Authority to clarify on whether the Authority will provide access to the ICCC, or if our team is required to set up the infrastructure?	Tender conditions prevails.
118	General	We request the Authority to clarify on the requiremnts and ownership for the Complaint Redressal / Grievance call setup?	Tender conditions prevails.
119	General	Whether there are any integration requirements with applications provided by the Authority for the Vehicle management software provided by the Concessionaire.	Tender conditions prevails.
120	General Request for Complete Technical Specifications	We request the Authority to kindly provide the comprehensive technical details of all existing transfer stations, including infrastructure specifications, equipment installed, year of commissioning, current condition, and layout. This will help bidders assess integration and operational planning more accurately.	Tender conditions prevails.
121	General Inclusion of Concessionaire Technical Recommendations for New TS	We request the Authority to consider and incorporate the Concessionaire's technical recommendations (Preferred OEM) during the design and construction phase of newly proposed transfer stations. This ensures compatibility with the proposed operational model and enhances long-term efficiency.	Tender conditions prevails.
122	General Fleet Change Recommendation	It is proposed that the fleet of vehicles and equipment be renewed every 10 years to maintain performance and regulatory	Tender conditions prevails.

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		compliance. Equipment specifications should be aligned with evolving operational needs and emerging technologies.	
123	DCA, Cl 1.4.1, Page no. 10 This Agreement, and all other agreements and documents forming part of or referred to in this Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order: • this Agreement; and • Schedules of Draft Concession Agreement • Project Information Memorandum • Request for Proposal / Tender Documents • Corrigendum & Addendums part of the tender documents.	Request Bengaluru Solid Waste Management Limited (BSWML) to also include the following point in the priority order- "• Responses to the pre-bid queries raised by the bidders • Written communications, if any, transmitted between the parties prior to signing of Agreement."	Tender conditions prevails.
124	DCA, Cl 2.2.1- Secondary collection, segregation, and transportation of MSW, Page no. 14 •Operation & Maintenance and Management of Transfer Stations ……. These (and the responsibility for Secondary Transportation under these Transfer Stations) will be handed over to the Concessionaire after a period of 5-7 years, as soon as the current agreement expires. Until such time, the Concessionaire will not be responsible for operation of Transfer Station or to perform Secondary Transport in these respective areas.	As the current agreements with C&T contractors will expire after a period of 5-7 years and the Project Facilities (ISWM plant) would be already operational with the required design capacity, considering the quantity of MSW as projected in RFP, request Authority to provide a written undertaking assuring that the contracts with existing C&T contractors would not be extended or renewed and the transfer stations would be immediately handed over to the Concessionaire as and when the term of agreement expires. Moreover, it is Authority's responsibility to ensure that the C&T contractors are providing segregated waste to the Concessionaire.	Tender conditions prevails.
125	DCA, Cl 2.2.2-Processing & Disposal of MSW as per SWM Rules, Page no. 15 • **Design, Development, Operation, Maintenance, and Management of Integrated Processing Facility:** ……. Concessionaire shall be	Request Authority to consider the following amendment to the said clauses- "Concessionaire shall be responsible for Construction of the Integrated Processing Facility within 24 months from the date of receipt of Consent to Establish (CTE) from the State Pollution Control Board, for establishing the Integrated Processing Facility; and operating the same for 30 years post COD." "Concessionaire shall be responsible for	Tender conditions prevails.

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	responsible for Construction of the Integrated Processing Facility within 24 months from the Execution Date or handover of the site, whichever is later; and operating the same for 30 years post COD. • **Design, Development, Operation, Maintenance, and Management of Sanitary Landfill for disposal of remnants and residual inert matters from processing of MSW:** ……. Concessionaire shall be responsible for Construction of the Sanitary Landfill and the Leachate Treatment Plant (as per discretion of the Concessionaire) within 24 months from the Execution Date or handover of the site, whichever is later; and operating the same for 30 years post COD.	Construction of the Sanitary Landfill and the Leachate Treatment Plant (as per discretion of the Concessionaire) within 24 months from the date of receipt of Consent to Establish (CTE) from the State Pollution Control Board, for establishing the SLF and LTP; and operating the same for 30 years post COD."	
126	DCA, Cl 2.2.2-Processing & Disposal of MSW as per SWM Rules, Page no. 15 • **The revenue or income from the sale of segregated useful materials** ……. The Concessionaire shall also be responsible to take necessary action to accrue benefits from Carbon Credits, as per Clause 5.1.7 (hh), and subsequently share 50% of the benefits accrued from the Carbon Credits of the Project with the Authority.	Since, no grant is being provided for developing the P&D facility, request BSWML to consider 70% to Concessionaire and balance 30% to Authority	Tender conditions prevails.
127	DCA, Cl 2.2.3- Bulk Waste Management, Page no. 15 • The management of bulk waste shall not be included within the Concessionaire's scope. However, the Concessionaire shall be empaneled as an Authorized Waste Processor for bulk waste as per existing bylaws of the BBMP and BSWML and encouraged to collect, transport, and process bulk waste at the ISWM facility.	Is it mandatory for the Concessionaire to collect, transport and process the waste provided by BWGs? Kindly clarify.	Tender conditions prevails. It is not mandatory.

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128	DCA, Cl 2.2.3- Bulk Waste Management, Page no. 16 • Since this is a commercial activity conducted on government land, the Concessionaire shall remit INR 800 per TPD of bulk waste handled. This amount shall be escalated by 5% every year in line with the escalation in the tipping fee).	As this project being envisaged under DBFOT with all project capex being deployed by the Concessionaire, request this reimbursement of INR 800 per TPD to be omitted.	Tender conditions prevails.
129	DCA, Cl 2.3- Planned Project Capacity, Page no. 16 2.3.3 The proposed planned capacity has been assessed and planned to meet the projected demand of Year 2030. Due to variations on a daily basis, the Concessionaire must accept maximum up to 125% of the Planned Capacity on any given day.	We understand, if waste quantum is more than 125% threshold, Concessionaire can reject such additional waste. Please confirm.	If the waste capacity on any given day is more than 125%, the Concessionaire may refuse accepting beyond the same.
130	DCA, Cl 2.4.1- Scope of work for Secondary Transportation, Page no. 17 • The average trip distance considered for secondary transportation—from the Transfer Station to the entry point of the processing plant up to the weighbridge—is estimated at 75.00 kilometers. However, this distance may vary depending on the final locations of the Transfer Stations and the processing facility. In cases where the actual average trip distance varies by more than 10% from the estimated average, the additional lead distance for secondary transportation shall be considered for reimbursement, subject to the prior approval of the Authority. The final average trip distance shall be established based on the confirmed location of the weighbridge at the processing plant.	Request Authority to provide a formula for calculation of reimbursement for additional lead distance for secondary transportation in cases where the actual average trip distance varies by more than 10% from the estimated average. We understand this lead of 75 Km is one-way, please confirm.	Tender conditions prevails.
131	DCA, Cl 2.4.1- Scope of work for Secondary Transportation, Page no. 18 • The Concessionaire shall be responsible for identifying suitable land parcels and establishing the required	Request Authority to assist the Concessionaire in identifying suitable land parcels. Moreover, kindly allow the Concessionaire to build such facilities as per the requirement/discretion but not be obligated to be built in each zone of the Project.	Tender conditions prevails. In this context, development has to be done within the Package (and not each

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	infrastructure, including vehicle parking yards, workshops, canteens, and administrative buildings, in accordance with operational and regulatory requirements. These facilities are to be developed in each Zone at the Concessionaire's own cost and maintained in compliance with prevailing statutory and safety norms. The Concessionaire shall indemnify the Client against any liabilities arising from fire, health, or environmental hazards at these locations.		Zone of BBMP)
132	DCA, Cl 2.4.1- Scope of work for Secondary Transportation, Page no. 18 • The Concessionaire shall initiate the operation and maintenance of Transfer Stations, including storage, handling of waste, and transportation of Refuse-Derived Fuel (RDF) from designated Dry Waste Collection Centers (DWCCs) (as per Annexure 1 of PIM) to the Project facilities or to the existing commitment plants (as per Annexure 1 of PIM), immediately upon execution of the Concession Agreement. Delays in commencement of any activity under the agreed scope of work shall attract penalties in accordance with the Key Performance Indicators (KPIs) specified under Article 19 of the Concession Agreement.	In the previous clause, Authority stated that- "The commencement of Secondary Transportation activities shall be undertaken by the Concessionaire in a phased manner, subject to the completion or termination of contracts that may be active within each respective Zone." However, on other hand, the Authority is insisting the Concessionaire to begin the operation and maintenance of transfer stations, storage, and handling of waste, RDF, recyclables, etc., immediately after signing the Concession Agreement (CA). This creates a contradiction in the instructions and the Concessionaire may face unnecessary penalties or issues related to KPIs. Please provide clarification in this regard. Moreover, kindly remove "RDF" from the said clause as RDF would not be produced in the DWCCs.	**Amendment:** • The Concessionaire shall initiate the operation and maintenance of Transfer Stations, including storage, handling of waste, and transportation of **MSW** from designated Dry Waste Collection Centers (DWCCs) (as per Annexure 1 of PIM) to the Project facilities or to the existing commitment plants (as per Annexure 1 of PIM), immediately upon execution of the Concession Agreement **(or after handover of the Transfer Station, whichever is later).** Delays in commencement of any activity under the agreed scope of work shall attract penalties in accordance with the Key Performance Indicators (KPIs) specified under Article 19 of the Concession Agreement.
133	DCA, Cl 2.6- Role of Concessionaire, Page no. 24 • To mobilize resources for Secondary Transportation within the stipulated time	We understand, Concessionaire can commence mobilize and operate as and when Transfer Stations being handed over (in a staggered manner) and accordingly this clause would be applicable. Please confirm.	Tender conditions prevails.

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	period. Mobilization period for Secondary Transport shall within 03 months before the COD or 3 months from the date of handing over of the Transfer Station, whichever is later.		
134	DCA, Cl 3.3- Concession Period, Page no. 28 Specifically, construction must be completed within 24 months from either the date of the Letter of Award (LOA) or the site handover, whichever is later, at which time a Construction Completion Certificate is issued. A three-month trial period shall then follow, culminating in the Trial Operations Completion Certificate and declaration of the Commercial Operation Date (COD).	Request Authority to consider a period of 24 months from the receipt of Environment Clearance (EC) and Consent to Establish (CTE) as the construction period for constructing the Project Facilities. Without these statutory approvals, project works cannot be commenced	Tender conditions prevails.
135	DCA, Cl 4.1.3- Conditions Precedent for Concessionaire, Page no. 30 The Conditions Precedent required to be satisfied by the Concessionaire within a period of [90 (ninety)] days from the Execution Date shall be deemed to have been fulfilled when the Concessionaire shall have:	Request BSWML to provide a time period of 180 days to the Concessionaire for satisfying the Conditions Precedent, so as to align with the time period granted to the Authority as per Clause 4.1.2 of DCA.	Tender conditions prevails.
136	DCA, Cl 4.5- Commencement of the Concession Period, Page no. 33 The date on which Financial Close is achieved and all the Conditions Precedent specified in Article 4.1, are satisfied or waived, as the case may be, shall be the Compliance Date which shall be the date of the commencement of the Concession Period.	This statement is contradictory to the other provisions of the DCA. As per clause/article 4.1.1 & 4.1.2, the Compliance Date is the date on which both the Parties fulfil their Conditions Precedent ….. Whereas, Clause 4.5 is contradictory and states compliance date definition as below- "….. The Concession Period shall be of 30 years from COD, excluding 24 months for the construction of the facilities for Processing & Disposal of MSW." Hence, request for clarity.	Tender conditions prevails.
137	DCA, Cl 5.13- Project Implementation: Operation and Maintenance, Page no. 45 • In the event the Concessionaire has failed to operate and maintain the Project in accordance with the O&M Requirements, and such failure has not been remedied despite a	In the event the Concessionaire's failure to operate and maintain the Project in accordance with the O&M Requirements, request Authority to provide a span of 30 days' as a cure period by providing a prior notice to the Concessionaire to remedy the default.	Tender conditions prevails.

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	notice to that effect issued by the Independent Engineer or Authority ("Notice to Remedy"), Authority may, without prejudice to any of its other rights/remedies under this Agreement, be entitled to operate and maintain the Project or cause to repair and maintain the Project Facilities, under the supervision of Independent Engineer, at the risk and cost of the Concessionaire. The Concessionaire shall reimburse all costs incurred by the Authority on account of such operation and maintenance or repair and maintenance, and as certified by Independent Engineer, within 7 days of receipt of Authority's claim therefore.		
138	DCA, Cl 6.1.2- General Obligations of the Authority, Page no. 49 • undertake Secondary Transportation till the handover of Transfer Stations to the Concessionaire; undertake Processing and Disposal of Solid Waste until the COD;	It is understood that, Concessionaire can commence Secondary transportation and paid with 50% of quoted tipping fee, Authority would do processing & disposal till ISWM facility gets COD. Please confirm	Tender conditions prevails.
139	DCA, Cl 6.1.2- General Obligations of the Authority, Page no. 50 • handover to the Concessionaire within [24 (twenty four) months] of the Execution Date, the existing infrastructure of Secondary Transfer Stations on an as is where is basis, if any;	Request clarity here, as elsewhere in the Draft CA, it was stated that existing contracts tenure is 5-7 yrs.	Transfer Stations shall be handed over to the Concessionaire in a phased manner over a period of 24 months.
140	DCA, Cl 9.2.1- ESHS Performance Security, Page no. 57 9.2.1 The Concessionaire shall have submitted to the Authority, prior to the Execution Date an unconditional and irrevocable bank guarantee for an amount corresponding to [1% (one percent)] of the Project Cost (the "ESHS Performance Security").	Request Authority to remove this provision as none of Concessionaire Agreements in India had this ESHS Performance Security	Tender conditions prevail.
141	DCA, Cl 9.6- Utilization of retained amount, Page no. 60 9.6.1 The Authority shall be entitled to utilize the retained amount in the same manner as it	Request Authority to clarify about the retained amount/ unutilized cash security amounts from the securities provided by the Concessionaire and Authority's entitlement to utilize the retained amounts.	Tender conditions prevails.

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	would utilize the Performance Security, the ESHS Performance Security or the O&M Security, as the case may be. • Upon receipt of a renewed or replacement Performance Security within 30 (thirty) days of the COD or expiry / termination of the Agreement, the Authority shall return the unutilized cash security amount for the Performance Security to the Concessionaire. • Upon receipt of a renewed or replacement ESHS Performance Security within 30 (thirty) days of the expiry / termination of the Term, the Authority shall return the unutilized cash security amount for the ESHS Performance Security to the Concessionaire. • Upon receipt of a renewed or replacement O&M Security within 30 (thirty) days of the expiry / termination of the O&M period, the Authority shall return the unutilized cash security amount for the O&M Security to the Concessionaire		
142	DCA, Cl 9.12- Additional Performance Security, Page no. 62 In the event of the Selected Bidder having submitted Additional Performance Security in accordance with the RFP document, then such Additional Performance Security shall be in force till the end of O&M period if the Bid Tipping Fee is found to be unreasonable. Notwithstanding anything contained herein, the Additional Performance Security shall be liable to be forfeited either fully or partially by the Authority as it deems fit for the reasons mentioned in Article 25 of the Concession Agreement. The Additional Performance Security for the unreasonable Bid Tipping Fee be returned at	Request Authority to define and specify on the Bid Tipping Fee that would be considered "unreasonable".	**Amendment:** Additional Performance Security to be deleted.

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	the end of Concession Period.		
143	DCA, Cl 15.2.1- Basic Engineering Designs, Page no. 81 • Authority shall forward the Basic Engineering Designs to the Independent Engineer and the PMU for their review and comments.	Request Authority to consider the IE's review of approval of the Basic Engineering Designs as the final approval as involvement of multiple agencies may delay the process.	Tender conditions prevails.
144	DCA, Cl 15.10- Construction Timelines, Page no. 94, 95 15.10.2 Subject to Clause 15.10.3 below, the Concessionaire shall be entitled to a day-for- day extension of the relevant Scheduled Milestone Completion Date or as the case may be, the Scheduled Construction Completion Date, if the completion of construction of the Project Facilities is delayed due to any of the following reasons (each such event, a "Delay Event"): • occurrence of a Force Majeure Event, provided that the requirements of Article 14 have been complied with; • a Qualifying Change in Law; • any delay attributable to unforeseen Site conditions; or. • any variation proposed by the Authority in the Technical Specifications or the Designs and Drawings. • delay caused in complying with any instructions of the Authority or the Independent Engineer, which instructions are not attributable to any default of the Concessionaire.	Request Authority to also include the following point in the list of reasons for a Delay Event- "• any delay or impediment caused in obtaining the requisite consents/ permissions/ clearances (including its amendment, re-validation and renewals) from the relevant departments for construction and commissioning the Project Facilities, and such delay is not attributable to any default of the Concessionaire."	Tender conditions prevails.
145	DCA, Cl 15.10- Construction Timelines, Page no. 95 ..... For the avoidance of doubt, a Delay Event shall allow the Concessionaire only the extension of time and no additional costs.	In case of a variation of works that has been proposed by the Authority, the Concessionaire shall be entitled to claim the additional cost incurred. Request Authority to consider this.	Tender conditions prevails.

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146	DCA, Cl 15.12.1- Completion of Milestones, Page no. 99 MILESTONE/ KEY ACTIVITIES TABLE Milestone-1 Signing of Land Agreement with the Authority – Time period given is 120 days	As per Clause 4.1.2 of DCA, land for setting up Project Facilities would be provided by Authority in 180 days. Kindly clarify.	Tender conditions prevails.
147	DCA, Cl 15.12.1- Completion of Milestones, Page no. 99 MILESTONE/ KEY ACTIVITIES TABLE Completion Milestones 3 & 4: Construction Phase	Request Authority to consider time period from the date of receipt of requisite permission/approvals/clearances but not from the "Execution date"	Tender conditions prevails.
148	DCA, Cl 15.13- Trial Operations, Page no. 104 15.13.12 The Concessionaire will not be entitled to any payment for conducting the Trial Operations, which shall be carried out solely at the cost and risk of the Concessionaire.	Request Authority to consider the payment to the Concessionaire during the Trial Operations period, in accordance with the quoted P&D tipping fee. And reduce the trail operations period to 1 (one) month.	Tender conditions prevails.
149	DCA, Cl 16.1- Commencement and Duration, Page no. 107 The period for the Operation and Maintenance of the Project Facilities, including tasks related to Secondary Transportation, Processing and Disposal, shall commence on and from COD and shall continue for a period of 30 years until the Termination Date (the "O&M period").	Request Authority to clarify whether the Concessionaire can commence the secondary transportation operations until the Project Facilities are commenced.	Tender conditions prevails.
150	DCA, Cl 16.3- Sub-Contracting, Page no. 108 16.3.2 The Concessionaire shall provide a copy of each proposed Sub-Contract, along with details of the relevant Sub-Contractor, to the Authority for its approval, which should set out the precise Scope of Work to be Sub-Contracted to such Sub-Contractor and should be consistent with the terms of this Agreement.	Request Authority to approve the proposed Sub-Contract, along with details of the relevant Sub-Contractor, within 7 days of submission by Concessionaire.	Tender conditions prevails.
151	DCA, Cl 18.1.6- Payment During Operation &	Request Authority to amend the following clause as-	Tender conditions prevails.

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	Maintenance, Page no. 121 • Tipping Fee Amount: …… The Tipping Fee rate shall be escalated at the rate of 5 per cent year-on-year, every year after the 1st year post COD.	"The Tipping Fee rate shall be escalated at the rate of 5 per cent year-on-year, every year after the completion of a period of one year from COD. This annual escalation of 5% shall be applicable on the previous year's Tipping Fee "	
152	DCA, Cl 18.1.6- Payment During Operation & Maintenance, Page no. 121 o The proportion of the Overall Tipping Fee determined towards Secondary Transportation: Processing & Disposal is 50:50.	Request Authority to consider a proportion of 75:25 (Secondary Transportation: Processing & Disposal) for the Overall Tipping Fee.	Tender conditions prevails.
153	DCA, Cl 18.1.6- Payment During Operation & Maintenance, Page no. 123 • Payment of Tipping Fee: ▪ Separate Statement of total quantity/weight of Municipal Solid Waste undertaken for Secondary Transportation to processing site(s) by the concessionaire along with the corresponding weigh bridge slips in the previous Month from the Authority's Jurisdiction Area including other such areas as directed by the Authority from time to time.	Request Authority to consider the following amendment to this clause- "▪ Separate Statement of total quantity/weight of Municipal Solid Waste undertaken for Secondary Transportation to processing site(s) by the concessionaire along with the corresponding weigh bridge slips in the previous Month from the Project Area."	Tender conditions prevails.
154	DCA, Cl 18.1.6- Payment During Operation & Maintenance, Page no. 123, 124 ▪ Separate Statement of total quantity/weight of Municipal Solid Waste processed at the processing site by the concessionaire along with the corresponding weigh bridge slips in the previous Month from the Authority's Jurisdiction Area including other such areas as directed by the Authority from time to time.	Request Authority to consider the following amendment to this clause- "▪ Separate Statement of total quantity/weight of Municipal Solid Waste processed at the processing site by the concessionaire along with the corresponding weigh bridge slips in the previous Month from the Project Area."	Tender conditions prevails.
155	DCA, Cl 18.1.6- Payment During Operation & Maintenance, Page no. 124 The PMU shall review and certify the Tipping Fee Statement of the month, the statement of MSW quantum handled from the Project	Since IE is already certifying the tipping fee invoices, subsequent verification by PMU would be duplication of work and lead to delay in payment release. Request Authority to consider a single-step invoice verification & certification process, either through IE or PMU.	Tender conditions prevails.

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	jurisdiction area and support documents submitted by the Concessionaire. The PMU shall submit to the Authority an invoice statement of the amount payable for the month along with the original monthly bill and all the supporting documents submitted by the Concessionaire basis their evaluation. The same shall be done in two parts: for the amount pertaining to Tranche 1 payments, the PMU should process and recommend within 7 working days of the receipt of the Tipping Fee Statement from the Concessionaire, and within 21 days for the Tranche 2 of the Payment. The PMU shall also ascertain the amount of tipping fees to be withheld as per provision of Article 19.		
156	DCA, Cl 18.3- Taxes, Page no. 127 • Any Taxes payable in relation to the Sites shall be borne by the Authority.	It is understood that Authority shall also pay the property tax that would be applicable for all the sites including the ISWM Facility and the Transfer Stations under this Project. Kindly confirm.	Tender conditions prevails.
157	DCA, Cl 18.4- Default Interest, Page no. 127 NOT APPLICABLE	Request Authority to add the following provisions under the said clause- "If either of the Party fails to pay the said amount beyond 30 (thirty) days of receiving the demand from the other Party, then it shall be liable to pay an applicable interest at the rate of SBI PLR + 3% over and above the pending amount, to the other Party. If the pending payments are not made for a period of 60 days of receipt of demand, it shall be considered as Event of Default of that particular Party." This is a standard rate of interest for delayed payments across PPP projects in India.	Tender conditions prevails.
158	DCA, Cl 19.1. Key Performance Indicators, Page no. 129 19.1.1 For Secondary Transportation • Waste Segregation: This KPI emphasizes the need to preserve the integrity of source-separated waste. It stipulates that different waste fractions must not be mixed during handling and that no additional segregation should be performed at the Transfer Station. Upholding segregation standards safeguards facility	This KPI totally relies on the extent of segregated waste provided by the existing C&T contractors to the Concessionaire for secondary transportation If C&T contractors do not provide properly segregated waste, this might be considered as a shortcoming of the Concessionaire's KPIs and penalty would be deducted from the tipping fee which is unfair.	Tender conditions prevails.

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	cleanliness, prevents cross-contamination, and aligns with sustainable waste management practices.		
159	DCA, Cl 19.2- Schedule of Penalties, Page no. 130 • The following table lays out an example of the distribution of Tipping Fee into Fixed Tipping Fee (Tranche 1) and Variable Tipping Fee (Tranche 2).	"X" mentioned in the table shall be considered as the "%" (percentage) Kindly modify.	Tender conditions prevails.
160	DCA, 23.2- Increase in costs, Page no. 149 If as a result of Change in Law, the Concessionaire suffers an increase in costs or reduction in net after-tax return or other financial burden, the aggregate financial effect of which exceeds 0.5% of the Estimated Capital Cost of the Project in any Accounting Year, the Concessionaire may so notify the Authority and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in the cost increase, reduction in return or other financial burden as aforesaid.	Request Authority to consider 10 (Ten) lakhs as a threshold for compensation to Concessionaire as 0.5% estimated capital cost would be very high given the scale & extent of the project	Tender conditions prevails.
161	DCA, 23.3- Reduction in costs, Page no. 149, 150 If as a result of Change in Law, the Concessionaire benefits from a reduction in costs or increase in net after-tax return or other financial gains, the aggregate financial effect of which exceeds INR ..... (Rupees .....) in any Accounting Year, the Authority may so notify the Concessionaire and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in the decreased costs, increase in return or other financial gains as aforesaid.	Request Authority to input the relevant amount and this should be aligned with costs mentioned in Clause 23.2.	Tender conditions prevails. Amount shall be 0.5% of the Estimated Project Cost.
162	DCA, 24.2- Concessionaire Event of Default , Page no. 151 • for any Project	Request Authority to amend the following clause as-	Tender conditions prevails.

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	Facility, failure of the Concessionaire to achieve the KPIs for [2 (two)] consecutive days, [32 (thirty two)] times in a continuous [12 (twelve)] month period;	"• for any Project Facility, failure of the Concessionaire to achieve the KPIs for [3 (three)] consecutive days, [40 (forty)] times in a continuous [12 (twelve)] month period;"	
163	DCA, 24.4- Termination due to Event of Default , Page no. 156 24.4.7 Termination Payment for Concessionaire Event of Default • Upon Termination of this Agreement on account of Concessionaire Event of Default before COD, no Termination Payment shall be made to the Concessionaire, and the Authority shall be entitled to forfeit the Performance Security of the Concessionaire;	Request Authority to delete this clause as it is contradictory to Clauses 25.1.2 and 25.2.2 of DCA.	**Clause 24.4.7 shall hereby stand modified as per the Appendix.**
164	DCA, 25.3- Termination Compensation for Termination post the COD, Page no. 163, 164 25.3.1 For the Authority Event of Default If the Agreement is terminated post the COD for an Authority Event of Default, the Authority shall be liable to pay to the Concessionaire the aggregate of: • Net Tipping Fee (after deduction of penalties) payable by Authority that remain outstanding on the date of the Termination Notice; • Payments due to the Concessionaire as on the date of the Termination Notice; • Capex Annuity for the unexpired portion of the Construction and Processing & Disposal period; LESS o • any amounts due and payable by the Concessionaire under this Agreement (including Liquidated Damages).	Request Authority to delete this clause as it is contradictory to Clauses 24.4.5 of DCA and there is no CAPEX provision in this Project.	**Amendment:** **The Clause 25.3.1. shall be read as follows:** For the Authority Event of Default If the Agreement is terminated post the COD for an Authority Event of Default, the Authority shall be liable to pay to the Concessionaire the aggregate of: • Net Tipping Fee (after deduction of penalties) payable by Authority that remain outstanding on the date of the Termination Notice; • Debt Due; LESS • any amounts due and payable by the Concessionaire under this Agreement (including Liquidated

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			Damages).
165	DCA, 25.3- Termination Compensation for Termination post the COD, Page no. 164 25.3.2 For a Concessionaire Event of Default (in accordance with Schedule 18) If the Agreement is terminated post the COD for a Concessionaire Event of Default, the Authority shall pay to the Concessionaire, the aggregate of: • Net Tipping Fee (after deduction of penalties) payable by Authority as on the date of the Termination Notice; LESS • any amounts due and payable by the Concessionaire under this Agreement (including Liquidated Damages).	Request Authority to delete this clause as it is contradictory to Clauses 24.4.7 of DCA.	**Clause 24.4.7 shall hereby stand modified as per the Appendix.**
166	DCA, Cl 27.3. Arbitration, Page no. 169 • [Deleted]	Request Authority to include arbitration as one of the dispute resolution mechanism for this Project and consider the following provisions as per the Arbitration & Conciliation Act, 1996- "If the Parties are unable to resolve a dispute through amicable resolution or conciliation as mentioned above, the dispute shall be referred to Arbitration in accordance with the Arbitration & Conciliation Act, 1996. Each party shall appoint one arbitrator, and the two appointed arbitrators shall jointly appoint the presiding arbitrator. The Party requiring arbitration shall appoint an arbitrator and shall send a written notice to the other Party about such appointment and call upon the other Party to appoint its arbitrator. If within 30 days of receipt of such notice the other Party fails to appoint its arbitrator, the Party seeking appointment of arbitrator may take further steps in accordance with Arbitration and Conciliation Act, 1996 and its amendments thereof. The venue of arbitration shall be Bengaluru and the language of the arbitral proceedings shall be English.	Tender conditions prevails.

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		The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the Provision of the Arbitration and Conciliation Act, 1996 and its amendments thereof. Each party shall bear the cost of their respective appointed arbitrator, however the payment to the presiding arbitrator shall be borne equally by the Parties. In case dispute is not resolved through arbitration, the dispute can then be brought to the jurisdiction of Court of law in Bengaluru."	
167	DCA, Cl 32.14- Liability and Indemnification, Page no. 181 • The Authority shall not be liable to the Concessionaire for any indirect, consequential, incidental, punitive or exemplary damages, loss of profit, consequential financial or economic loss or any disruption in the flow of Solid Waste into the Project for any reason whatsoever.	Request Authority to revise the said clause as it is a general practice for either parties i.e. Authority & Concessionaire to indemnify the other party for any indirect, consequential, incidental, punitive or exemplary damages, loss of profit, consequential financial or economic loss or any disruption in the flow of Solid Waste into the Project for any reason whatsoever	Tender conditions prevails.
168	DCA, Cl 32.18- Entire Agreement, Page no. 182 ……. For the avoidance of doubt, the Parties hereto agree that any obligations of the Concessionaire arising from the Request for Qualification or Request for Proposals, as the case may be, shall be deemed to form part of this Agreement and treated as such.	Request Authority to amend the following clause as- "……. For the avoidance of doubt, the Parties hereto agree that any obligations of the Parties arising from the Request for Qualification or Request for Proposals, as the case may be, shall be deemed to form part of this Agreement and treated as such."	Tender conditions prevails.
169	DCA, Article 33-Definitions, Page no. 188 Estimated Project Cost: Estimated Project cost is Rs /-Crores (Approximately) as per the authority.	Kindly specify the Estimated Project Cost	Tender conditions prevails.
170	DCA, Article 33-Definitions, Page no. 195 Transfer station: A permanent facility established by the Concessionaire at various locations of project area, where the waste is taken from smaller collection vehicles and placed in larger vehicles for transport, including truck trailers, railroad cars, or barges. Recycling and some processing activity may	Request Authority to modify the said definitions as- "Transfer station: A permanent facility established by the Authority or existing C&T Contractors at various locations of project area, where the waste is taken from smaller collection vehicles and placed in larger vehicles for transport, including truck trailers, railroad cars, or barges. Recycling and some processing activity may also take place at transfer stations."	Tender conditions prevails.

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	also take place at transfer stations.		
171	Pg no:3, DCA Concurrently, the Authority shall utilize its own funds to construct transfer stations within each division of the project jurisdiction and subsequently hand them over to the successful bidder. BBMP has identified appropriate land parcels for the ISWM facility and will provide these to BSWML on a permissive-use basis. These parcels shall, in turn, be handed over to the Concessionaire on a similar permissive-use basis for the purposes of implementing this Project.	How many transfer stations have been constructed? Kindly ensure that the same are handed over to the Concessionaire within 15 days from the date of signing of the Concession Agreement.	Tender conditions prevails.
172	Pg no:13, DCA, Clause no:2.2.1 Transportation of MSW from the Transfer Stations:	It may please be noted that the Authority and its designated agencies are responsible for ensuring that segregated waste is brought from the respective waste generators to the designated locations. In the event of failure by such agencies, the Authority shall be held liable on their behalf.	Tender conditions prevails.
173	Pg no:13, DCA, Clause no:2.2.1 Transport to Concessionaire's processing facilities: Concessionaire shall be responsible to conduct Secondary Transportation from the transfer stations to their designated waste processing and disposal site(s) (Note: There are some divisions where Transfer Stations exist and are being operated by another agency contracted by the Authority, wherein the responsibility for Secondary Transport will be handed over to the Concessionaire at the expiry of the existing contracts. More details are given in Annexure 1 of PIM.	Authority should ensure and provide us the assurance on handing over of all the existing transfer stations, as most of the TS in Annexure-1 says contract end dates for the existing contractors are yet to be confirmed. In the event that these transfer stations are not handed over even after achieving the COD for the ISWM Project, it would result in significant losses to the Concessionaire. Please confirm.	Tender conditions prevails.
174	Pg no:14, DCA, Clause no:2.2.1 Integration with Dry Waste Collection Centers (DWCCs): Concessionaire shall be required to collect the dry waste from the DWCCs and perform Secondary Transport	Please specify the designated processing and disposal sites, where they are located and its area.	Tender conditions prevails.

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	from the DWCCs to the designated waste processing and disposal site(s) after extraction of recyclable materials by ragpickers. Refer Annexure 1 of PIM for details regarding DWCCs in the package, location, capacity		
175	Pg no:18, DCA, Clause no:2.4.1 The Concessionaire shall be responsible for identifying suitable land parcels and establishing the required infrastructure, including vehicle parking yards, workshops, canteens, and administrative buildings, in accordance with operational and regulatory requirements. These facilities are to be developed in each Zone at the Concessionaire's own cost and maintained in compliance with prevailing statutory and safety norms. The Concessionaire shall indemnify the Client against any liabilities arising from fire, health, or environmental hazards at these locations.	Authority shall provide necessary assistance and permissions to Concessionaire for identification, access, and allotment of required land parcels for such construction.	Tender conditions prevails.
176	Pg no:18, DCA, Clause no:2.4.1 The Concessionaire shall initiate the operation and maintenance of Transfer Stations, including storage, handling of waste, and transportation of Refuse-Derived Fuel (RDF) from designated Dry Waste Collection Centers (DWCCs) (as per Annexure 1 of PIM).	Authority should ensure that dry and wet waste are properly segregated at source and handled separately.	Tender conditions prevails.
177			
178	Pg no:33, DCA, Clause no:4.4 Agreement by the Authority or due to Force Majeure Event, the Concessionaire shall pay Damages to the Authority of an amount calculated at the rate of [0.2% (zero point two per cent)] of the Performance Security for each day's delay until the fulfillment of the Conditions Precedent, up to the maximum amount equal to the bid security	Kindly consider it as 0.1%. Both parties should be considered same percentage.	Tender conditions prevails.

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	and upon reaching such maximum amount, the Authority may		
179	Pg no:49, DCA, Clause no:6.1.2 identify and earmark / allocate parcel(s) of land, by itself, within or outside the Project Area for the purpose of setting up of Project Facilities for scientific management of Solid Waste;	Pls also add, if the land gets exhausted during the tenure of concession period, then Authority should provide another alternative land for Sanitary landfill without any delay.	Tender conditions prevails.
180	Pg no: 76, DCA, Cl no: 13.4 Duties of Independent Engineer	Kindly add the IE should ensure on release of timely payments by Authority to Concessionaire.	Tender conditions prevails.
181	Pg no:132, Table no.192.(a), point no.6 Waste Segregation: - Segregated waste must not be mixed together and waste must not be segregated at the Transfer Station	The primary door-to-door collection is not within the scope of the Concessionaire. Therefore, the responsibility for segregated waste collection lies with Authority. As per the Solid Waste Management Rules, 2016, primary waste segregation is to be carried out by the waste generator. Accordingly, this clause may kindly be deleted from the KPI.	Tender conditions prevails.
182	Pg no: 169, DCA, Cl no: 27.2 Conciliation: - In the event of any Dispute between the Parties, either Party may call upon the Independent Engineer, as the case may be, to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by the Independent Engineer or without the intervention of the Independent Engineer, as the case may be, either Party may require such Dispute to be referred to the Additional Chief Secretary/Principal Secretary to the Authority and the Chairman of the Board of Directors of the Concessionaire for amicable settlement, and upon such reference, the said persons shall meet no later than [7 (seven)] days from the date of reference to discuss and attempt to amicably resolve the Dispute.	We understand, mediation by the Independent Engineer is not mandatory and it is optional. Please confirm.	Tender conditions prevails.
183	DCA, Cl 4.1.1- Conditions Precedent, Page no. 29 Save and except expressly provided in this Agreement or unless the context otherwise requires, the respective rights and obligations of the Parties under this	There is no such clause/article as 4.1.4 present in the DCA. Kindly rectify the same.	**Amendment:** **(Mention of 4.1.4 to be deleted)** Refer Appendix

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	Agreement shall be subject to the satisfaction in full of the obligations set out in this Clause 4.1 (the "Conditions Precedent"). Provided, however, that a Party may grant waiver from satisfaction of any Condition Precedent by the other Party in accordance with the provisions of Articles 4.1.2, 4.1.3 or 4.1.4, as the case may be, and to the extent of such waiver, that Condition Precedent shall be deemed to be fulfilled for the purposes of this Article 4.1.1.		
184	DCA, Cl 4.1.2- Conditions Precedent for Authority, Page 30 Furthermore, the condition (h) has to be met at any point before the COD.	What is the condition (h) that has to be met at any point before the COD? Kindly clarify.	**Amendment:** Refer Appendix
185	DCA, Cl 4.3- Damages for delay by the Authority, Page no. 32 In the event that: (i) the Authority does not procure fulfillment or waiver of the Condition Precedent set forth in Articles 4.1.2 and 4.1.4, respectively, within the period specified in respect thereof; and (ii) the delay has not occurred as a result of breach of this Agreement by the Concessionaire or due to Force Majeure Event, the Authority shall pay Damages to the Concessionaire of an amount calculated at the rate of [0.1% (zero point one per cent)] of the Performance Security for each day's delay until the fulfillment of such Conditions Precedent, subject to a maximum amount equal to the bid security.	There is no such clause/article as 4.1.4 present in the DCA. Kindly rectify the same.	**Amendment:** **(Mention of 4.1.4 to be deleted)** Refer Appendix
186	DCA, Cl 4.4- Damages for delay by the Concessionaire, Page no. 32, 33 In the event that: (i) the Concessionaire does not procure fulfillment or waiver of any or all of the Conditions Precedent set forth in Article 4.1.4 within the period specified in that Article; and (ii) the delay has not occurred as a result of breach of this Agreement by the Authority or due to Force Majeure Event,	There is no such clause/article as 4.1.4 present in the DCA. The CPs of the Concessionaire have been laid down in Article 4.1.3 of DCA. Kindly rectify the same. Moreover, request BSWML to consider the damages equal to an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each week's delay until the fulfilment of Conditions Precedent by Concessionaire, subject to a maximum of 10% (ten percent) of the Performance Security.	**Amendment:** **(Mention of 4.1.4 to be replaced with 4.1.3.)** Refer Appendix.

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	the Concessionaire shall pay Damages to the Authority of an amount calculated at the rate of [0.2% (zero point two per cent)] of the Performance Security for each day's delay until the fulfillment of the Conditions Precedent, up to the maximum amount equal to the bid security and upon reaching such maximum amount, the Authority may, in its sole discretion and subject to the provisions of Article 24, terminate the Agreement. Provided that in the event of delay by the Authority in procuring fulfillment of the Conditions Precedent specified in Article 4.1.2, no Damages shall be due and payable by the Concessionaire under this Article 4.4 until the date on which the Authority shall have procured fulfillment of the Conditions Precedent specified in Article 4.1.2.		
187	DCA, Cl 9.3.1- Operation & Maintenance Period Security, Page no. 58 For the Last Year of the Concession, the validity of the O&M Security shall be such that it will be 100% valid and released in equal annual installments over the next 15 years subject to the post-closure activities being carried out satisfactorily.	Request Authority to clarify the standards that have to followed by the Concessionaire to carry out and complete the post-closure activities which are satisfactory as per Authority's expectation.	Tender conditions prevails.
188	DCA, Cl 12.2- Security Creation, Page no. 73 12.2.4 The Concessionaire shall not be entitled to create any Security over the Site or any part thereof, or any of the Project Facilities whether in favor of the Lenders or any third Persons.		Tender conditions prevails.
189	DCA, Cl 13.1- Independent Engineer, Page no. 75 The Independent Engineer shall assist the Authority in supervising the development of all the amenities and facilities required as basic and support infrastructure for implementation of the Project including construction/renovation,	Request Authority to amend the following clause to - collection and transportation vehicles as "Secondary Transportation"	Tender conditions prevails. As per Scope of work.

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	operation and maintenance of facilities for Integrated Solid Waste management system such as infrastructure, collection and transportation vehicles, ICT infrastructure, machinery and equipment procured, inherited, installed and operated and all other Project related physical assets (the "Project Facilities") and shall support Authority to monitor compliance with the KPIs during the O&M period. The detailed scope of work of the Independent Engineer is set out in Schedule 10.		
190	DCA, Cl 13.2- Remuneration, Page no. 75 The Authority shall pay the Independent Engineer all fees, costs, charges, and expenses payable to the Independent Engineer in accordance with the terms of its appointment (collectively "the Remuneration"). However, the Authority and Concessionaire shall share this expense equally on a 50:50 basis. The Authority shall recover the pro-rated costs payable to the Independent Engineer as Remuneration from amounts payable to the Concessionaire.	The remuneration to be paid to the Independent Engineer shall not be more than 0.5% of monthly bills raised by the Concessionaire as per industry practice. Request Authority to consider this.	Tender conditions prevails.
191	DCA, Cl 15.2.1- Basic Engineering Designs, Page no. 82 • Authority shall provide comments if any, on the draft Basic Engineering Designs (including any comments from the Independent Engineer/PMU) to the Concessionaire…… The process set out in this Clause 15.2 (a) shall continue until the Basic Engineering Designs are approved by Authority in accordance with this Clause 15.2 (d). For the avoidance of doubt, …… in accordance with Technical Specifications, Applicable Laws, and Applicable Permits.	There are no such clauses as 15.2 (a) and 15.2 (b) present in the DCA. Kindly rectify the same.	**Amendment:** Updated numbering of the clauses to be considered. Refer Appendix.
192	DCA, Cl 15.2.2- Screening Report, Page no. 82 • The Authority shall provide comments if any, on the draft Screening Report to the Concessionaire or notify the	There is no such clause as 15.2.2 (c) present in the DCA. Kindly rectify the same.	**Amendment:** Updated numbering of the clauses to be considered.

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	Concessionaire of its approval of the draft Screening Report……The process set out in this Clause 15.2.2 (c) shall continue until the Screening Report is approved by Authority in accordance with this Clause 15.2.2 (c).		Refer Appendix
193	DCA, Cl 15.11- Delay Liquidated Damages, Page no. 96, 97 If the Concessionaire completes the construction of the Project Facilities by the Scheduled Construction Completion Date, the aggregate Delay Liquidated Damages recovered by the Authority under this Article 19.6 for a delay in achieving any Milestone shall be refunded by the Authority to the Concessionaire, without any interest.	There is no Article 19.6 in the DCA. Kindly rectify the same.	**Amendment:** **(Mention of Article 19.6 to be replaced with Article 15.11)** Refer Appendix
194	DCA, Cl 15.12.1- Completion of Milestones, Page no. 98 • If Authority is satisfied that the works for the relevant Milestone have been completed in accordance with the requirements of Article 15.6, then, subject to Article 15.12.1(e) below, Authority shall issue a Milestone Completion Certificate to the Concessionaire for such completed Milestone, within 7(seven) Business Days from the date of inspection of the works covered by such Milestone.	There is no such clause as 15.12.1 (e) present in the DCA. Kindly rectify the same.	**Amendment:** Updated numbering of the clauses to be considered. Refer Appendix
195	DCA, Cl 15.12.1- Completion of Milestones, Page no. 98 • If Authority fails to: inspect the completed portion of the works covered by the relevant Milestone, within 7 (seven) Business Days from the date of receipt of a notice from the Concessionaire under Clause 15.12.1(a) above;	There is no such clause as 15.12.1 (a) present in the DCA. Kindly rectify the same.	Refer response to Query no. 194 above.
196	DCA, Cl 15.13- Trial Operations, Page no. 103 It is clarified that no Damages are payable by the Concessionaire during the Trial Operations period for a failure	There are no such clauses as 15.14 (c) and 15.14 (e) present in the DCA. Kindly rectify the same.	**Amendment:** **Refer appendix**

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	to achieve the KPIs. ..... as may be extended in accordance with Clause 15.14(c) above. If the Project Facilities fails to achieve the KPIs on a continuous basis during the last [20 (twenty)] days of the [3 (three)] months Trial Operations period (as extended in accordance with Clause 15.14(c), then the Trial Operations period shall be extended by another 20 days. Subject to Clause 15.14(e)(i), the Trial Operations shall continue until the Concessionaire can demonstrate that the Project Facilities consistently achieves the KPIs for 20 (twenty) consecutive days.		
197	DCA, Cl 15.13- Trial Operations, Page no. 104 15.13.9 If the Authority : (i) does not undertake a final inspection of the Project Facilities within [5 (five)] Business Days of receipt of a notice from the Concessionaire under Clause 15.14(e); or successfully completed for Project Facilities and the Trial Operations Completion Certificate will be deemed to have been issued to the Concessionaire upon the expiry of the [5 (five)] Business Days period (in case of (i)) and upon the expiry of the [7 (seven)] Business Days period (in case of (ii) and (iii)).		Tender conditions prevails
198	DCA, 20.4-Withdrawals upon Termination, Page no. 137 20.4.1 Notwithstanding anything to the contrary contained in this Agreement, all amounts standing to the credit of the Escrow Account shall, upon Termination, be appropriated in the following order: • All taxes due and payable by the Concessionaire for and in respect of the Project; ..... Provided that no appropriations shall be made under Sub-Article	There is no sub-article (g) of Article 20.4.1 in the DCA. Kindly rectify the same.	**Amendment** Updated numbering of the clauses to be considered. Refer Appendix

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	(g) of this Article 20.4.1 until a vesting certificate has been issued by the Authority.		
199	DCA, 21.1.2- Non-Political Event, Page no. 138, 139 • Strikes or boycotts (other than those involving contractors, or their respective employees/ representatives, or attributable to any act or omission of any of them) interrupting supplies and services to the Project for a continuous period of 7 (seven) days and an aggregate period exceeding 14 (fourteen) days in an Accounting Year, and not being an Indirect Political Event set forth in Clause 21.1.2 (b);	There is no such clause as 21.1.2 (b) present in the DCA. Kindly rectify the same	**Amendment** Updated numbering of the clauses to be considered. Refer Appendix
200	DCA, 24.4- Termination due to Event of Default , Page no. 151 24.4.1 Termination for Concessionaire Event of Default: • Without prejudice to any other right or remedy which Authority may have in respect thereof under this Agreement, upon the occurrence of a Concessionaire Event of Default, Authority shall, be entitled to terminate this Agreement in the manner as set out under Article 24.4.1(b) and Article 24.4.1(c).	There are no such clause Article 24.4.1(b) and Article 24.4.1(c) present in the DCA. Kindly rectify the same	**Amendment:** **Refer Appendix**
201	DCA, Cl 28.3- Evidence of Insurance Cover, Page no. 171 All insurances obtained by the Concessionaire in accordance with this Clause 27.3 shall be maintained with insurers on terms consistent with Good Industry Practice.	Request Authority to correct the typo error- "All insurances obtained by the Concessionaire in accordance with this Clause 28.3 shall be maintained with insurers on terms consistent with Good Industry Practice."	**Amendment:** **(Mention of Article 27.3 to be replaced with Article 28.3)** Refer Appendix
202	DCA, Cl 28.4- Waiver of Subrogation, Page no. 171 All insurance policies in respect of the insurance obtained by the Concessionaire pursuant to this Article 27 shall include a waiver of any and all right of subrogation or recovery of the insurers thereunder against, inter alia, the Authority, and its assigns, successor, underrating and their subsidiaries, affiliates, employees, insurers and	Request Authority to correct the typo error- "All insurance policies in respect of the insurance obtained by the Concessionaire pursuant to this Article 28 shall include a waiver of any and all right of subrogation or recovery of the insurers thereunder against, inter alia, the Authority, and its assigns, successor, underrating and their subsidiaries, affiliates, employees, insurers and underwriters and of any right of the insurers of any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any	**Amendment:** **(Mention of Article 27 to be replaced with Article 28)** **Refer Appendix**

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Sl. No	Tender Doc Ref	Query Raised	Clarifications/Amendments issued
	underwriters and of any right of the insurers of any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.	way connected with any loss, liability or obligation covered by such policies of insurance."	
203	DCA, Cl 32.1- Assignment and Charges, Page no. 176 32.1.2 Restraint set forth in clauses (a) and (b) above shall not apply to:	There are no such clauses as (a) and (b) present above. Kindly rectify the same	**Amendment:** **(Mention of clause (a) and (b) to be replaced with Article 33.1.1)** **Refer Appendix**
204	DCA, Cl 32.8- Severability, Page no. 176 If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this Agreement or otherwise.	Request Authority to amend the following clause as- "If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall be subject to the Dispute Resolution Procedure set forth under this Agreement or otherwise."	Tender Conditions prevails.
205	DCA, Cl 32.18- Entire Agreement, Page no. 182 ……. For the avoidance of doubt, the Parties hereto agree that any obligations of the Concessionaire arising from the Request for Qualification or Request for Proposals, as the case may be, shall be deemed to form part of this Agreement and	Request Authority to amend the following clause as- "……. For the avoidance of doubt, the Parties hereto agree that any obligations of the Parties arising from the Request for Qualification or Request for Proposals, as the case may be, shall be deemed to form part of this Agreement and treated as such."	Tender Conditions prevails.

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	treated as such.		
206	DCA, Article 33- Definitions, Page no. 185 C&T or Collection & Transportation : refers to, Door to Door step collection & transportation and secondary collection & transportation up to Decentralized unto or Processing site	Request Authority to delete the said definition as it is not in Concessionaire's scope of work. It could be modified as- "Secondary C&T or Secondary Collection & Transportation : secondary collection & transportation from Transfer Stations to Decentralized unto or Processing site"	
207	DCA, Article 33- Definitions, Page no. 186 COD – C&T (Commercial operation Date): means the date when the Concessionaire begins commercial operations of the Processing Facility pursuant to issuance of Completion Certificate by the Authority	Request Authority to modify the said definition as- "COD – C&T (Commercial operation Date): means the date when the Concessionaire begins commercial operations of the secondary collection & transportation from Transfer Stations pursuant to issuance of Completion Certificate by the Authority"	**Amendment:** **Item shall stand deleted.**
208	DCA, Article 33-Definitions, Page no. 186 COD – P&D (Commercial operation Date): Shall mean the date on which the Facility is ready to commence the operations and maintenance and is duly certified by the Independent Expert / Engineer. It shall not be later than 24 (Twenty-Four) months from the date of obtaining the CTO / EC as applicable from the KPCB and the extended actual date on which Facility starts the operation.	Request Authority to modify the said definitions as- "COD – P&D (Commercial operation Date): Shall mean the date on which the Facility is ready to commence the operations and maintenance and is duly certified by the Independent Expert / Engineer. It shall not be later than 24 (Twenty-Four) months from the date of obtaining the CTE / EC as applicable from the KPCB and the extended actual date on which Facility starts the operation."	**Amendment:** **Typo to be corrected** **Refer Appendix**
209	DCA, Article 33-Definitions, Page no. 189 Implementation Period for Processing & Disposal: Shall mean the period of 24 (Twenty-four) months commencing from the CTO/ Environmental Clearance as applicable from KPCB.	Request Authority to correct the typo error in the following definition- "Implementation Period for Processing & Disposal: Shall mean the period of 24 (Twenty-four) months commencing from the CTE/ Environmental Clearance as applicable from KPCB."	**Amendment:** **To be deleted** **Refer Appendix**
210	DCA, Article 33-Definitions, Page no. 189 Implementation Period for Waste to energy Plant: Shall mean the period of 24 (Twenty-four) months commencing from the CTO/ Environmental Clearance as applicable from KPCB.	Request Authority to correct the typo error in the following definition- "Implementation Period for Waste to energy Plant: Shall mean the period of 24 (Twenty-four) months commencing from the CTE/ Environmental Clearance as applicable from KPCB."	**Amendment:** **To be deleted** **Refer Appendix**
211	DCA, Article 33-Definitions, Page no. 189 Implementation period: Shall mean the time period after obtaining the CTO / Environmental Clerance or any	Request Authority to correct the typo error in the following definition- "Implementation period: Shall mean the time period after obtaining the CTE / Environmental	**Amendment:** **To be deleted**

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Sl. No	Tender Doc Ref	Query Raised	Clarifications/Amendments issued
	clearance required to the COD of Processing & Disposal Facility.	Clerance or any clearance required to the COD of Processing & Disposal Facility."	**Refer Appendix**
212	DCA, Article 33-Definitions, Page no. 190 Integrated Waste Management Facility: Shall mean the facilities for weighing, post segregation, material recovery, processing of all kinds municipal solid waste received from the project Area having technology of storage, segregation, wet and dry waste processing facility, Material Recovery facility and disposal of RDF by the means of Waste to Energy and Inerts disposal in a Scientific Engineered Landfill.	Request Authority to remove the terms "Waste to Energy" as Concessionaire can dispose of RDF by any other means.	Tender Conditions prevails.
213	DCA, Article 33-Definitions, Page no. 195 Transfer station: A permanent facility established by the Concessionaire at various locations of project area, where the waste is taken from smaller collection vehicles and placed in larger vehicles for transport, including truck trailers, railroad cars, or barges. Recycling and some processing activity may also take place at transfer stations.	Request Authority to modify the said definitions as- "Transfer station: A permanent facility established by the Authority or existing C&T Contractors at various locations of project area, where the waste is taken from smaller collection vehicles and placed in larger vehicles for transport, including truck trailers, railroad cars, or barges. Recycling and some processing activity may also take place at transfer stations."	**Amendment:** Refer Appendix
214	General	The termination payment indicated in the respective article is not standard as per the PPP Contractual Terms. Also, please specific which termination / compensation is applicable because in the Article 25 of DCA or Schedule: 18 of Schedules indicates about the termination payment.	**Refer Appendix** **Schedule 18 shall stand deleted.**
	M/s. Refex Group Chennai		
215	3.1.3 (a) Section A1 Bidder should have the experience of having successfully completed similar assignments of minimum 1,900 TPD for secondary transportation using compactor/container/equivalent to transport municipal waste to processing facilities or landfill sites: a. More than 3 (three) projects: 6 marks OR	We would like to bring to your kind attention that the threshold of 1,900 TPD for similar assignments is significantly on the higher side and may restrict wider participation, particularly from technically capable and experienced players operating in small and medium urban clusters. We therefore kindly request you to amend the eligibility criteria to make it more inclusive. We suggest revising the clause as below: "Bidder should have the experience of having successfully completed similar assignments of minimum 500 TPD for secondary transportation using compactor/container/equivalent to transport municipal waste to processing facilities	Refer Appendix 1 for Evaluation Criteria .

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	b. 2 (two) projects: 4 marks OR c. 1(one) project: 2 marks	or landfill sites:" a. More than 3 (three) projects: 6 marks OR b. 2 (two) projects: 4 marks OR c. 1 (one) project: 2 marks	
216	3.1.3 (a) Section A1 Bidder should have the experience of having successfully completed Secondary Transportation using compactor/container/equivalent to transport municipal waste to processing facilities or landfill sites with GPS/ RFID/ Mobile/Vehicle tracking Mechanism for the contract size of minimum 950 TPD. 3 works: 3 marks 2 works: 2 marks 1 work: 1 mark	We would like to respectfully submit that the qualifying experience of 950 TPD per project is on the higher side and may significantly limit participation from capable agencies, especially those with substantial experience in Tier II/III cities and urban local bodies operating at moderate scale. In view of this, we kindly request you to revise the clause as follows, in order to encourage broader participation without compromising the technical quality: "Bidder should have the experience of having successfully completed Secondary Transportation using compactor/container/equivalent to transport municipal waste to processing facilities or landfill sites with GPS/ RFID/ Mobile/Vehicle tracking Mechanism for the contract size of minimum 300 TPD." 3 works: 3 marks 2 works: 2 marks 1 work: 1 mark	Refer Appendix 1 for Evaluation Criteria
217	3.1.4 Experience towards Construction and Operations & Maintenance of Wet Waste Processing and Treatment through Compositing of 600 TPD capacity OR Construction and O&M of Bio-methanation plant from MSW waste of 600 TPD capacity. AND Experience in construction and O&M of Waste to Energy plant to generate electricity from MSW of 7MW capacity.	We respectfully submit that the current eligibility criteria are highly restrictive and may limit participation from competent agencies with substantial relevant experience in MSW processing, but who may not meet both thresholds simultaneously — especially the 600 TPD composting/bio methanation and 7 MW WtE project experience. We request you to kindly consider revising the clause to encourage wider participation from technically qualified bidders. Suggested amendment: Experience in Construction and Operations & Maintenance of Wet Waste Processing and Treatment through Composting OR Bio-methanation plant from MSW waste of minimum 200 TPD capacity. AND/OR Experience in construction and O&M of Waste to Energy (WtE) plant from MSW of minimum 3 MW capacity. We also request to kindly consider any Bio-degradable waste instead of only MSW.	Refer Appendix 1 for Evaluation Criteria
218	3.1.3 (a) Section A2 If bidder have executed SWM projects for Processing of the MSW through	We would like to bring to your kind attention that the current clause is very specific and may significantly restrict participation, particularly from companies that have relevant experience in SWM projects but under alternate models (like	Refer Appendix 1 for Evaluation Criteria

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Sl. No	Tender Doc Ref	Query Raised	Clarifications/Amendments issued
	any approved technologies by any statutory body in India or abroad are executed on DBFOT model with minimum 50% of the bidder's investment for project size of minimum 750 TPD during last 5 years and project should be in operational condition as on PDD.	EPC + O&M, PPP with viability gap funding, HAM model, etc.) or with slightly lower TPD capacity. We request that the clause be amended as follows to enable broader participation from technically sound and financially invested players: "Bidder should have experience in execution of SWM projects for processing of MSW through any approved technologies by any statutory body in India or abroad, executed under any public-private partnership model (including DBFOT, EPC + O&M, HAM, etc.) with minimum 25% of the bidder's investment in the project, for a project size of minimum 300 TPD, during the last 10 years. The project should be in operational condition as on Project Due Date (PDD)."	
219	Note: I Page 65 The Bidder who scores 70 % of total marks in each section A, B & C and 70 out of 100 Marks in Table 3.1.3 (a) would be deemed to meet the required technical experience as per the Qualification Criteria, and shall be considered for opening the Financial bid and for Financial evaluation.	There appears to be a discrepancy in the RFP regarding the minimum qualifying marks: • In one place, it is stated that the bidder must secure 70% in each section A, B & C as well as an overall 70 out of 100 marks. • In another place, it states that the bidder must obtain minimum 60% marks in Section C (Key Personnel) to qualify. We request you to kindly clarify which of the two criteria will prevail for evaluation purposes.	Refer Appendix 1 for Evaluation Criteria
220	2.20/2.21 of RFP Performance Security /Earnest Money Deposit	Request for a reduction in the Performance Bank Guarantee (PBG) amount to ease upfront financial commitments. Alternatively, we request BSWML to consider Insurance Surety Bond in lieu of PBG as notified by Ministry of finance with the office memorandum for submitting surety bonds as an alternative to bank guarantees for security deposit/performance bank guarantee. Using a surety bond often involves a lower premium cost compared to the opportunity cost of locking up significant capital in a bank fixed deposit in case of performance bank guarantee. This allows us to reinvest funds into business operations, enhancing overall growth and operational excellence.	Tender conditions prevails.
221	2.3.3 For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is	We kindly request BSWML to amend the definition of control as "The expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 26% (Twenty-Six per cent) of the voting shares of	**Amendment** **Associate cutoff shall be considered as 25% instead of 50%.**

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	under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract. For the avoidance of doubt, an entity affiliated with the Concessionaire shall include a partner in the Concessionaire's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Concessionaire, as the case may be, and any Associate thereof.	such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract. (e.g Referring to the recently floated tender by Tamil Nadu govt for 6 different locations they have considered control of 26% for using associate credentials. Extract is attached: For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member(the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of not less than 26% (Twenty six per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law. It is clarified that a certificate from the Statutory Auditor who audits	**Article 2.3 (RFP)** Refer Appendix
222	Point 12 Page 16 of RFP It is to notify that one bidder may be awarded both the packages, subject to the Bidder meeting the combined bid capacity under the respective packages.	We request ULB to evaluate the tender criteria separately for each package as the Tender was floated in four different package and different tender Id.	Tender condition prevails.
223	3.1.5 (d) Turnover: The bidder/ JV/ Consortium is required to meet the turnover of minimum 50% of the Estimated Project Cost during any two years during last five years indicated in the Invitation for Tender. If the Bidder is a JV/Consortium, then the Turnover, as required in Clause 3.1.5 (d) above shall be demonstrated cumulatively, i.e., the Consortium as a whole should meet the requirement.	Considering the capex-oriented nature of this project, we request the authority to consider "Net Worth" as the key financial eligibility criterion instead of turnover, which better reflects the bidder's financial strength and investment capacity.	Refer Appendix 1 for Evaluation Criteria
	M/s. Antony Lara Solutions Private Limited		
224	Page No: 60 Clause 3.1.3 (a) Technical Bid Evaluation Criteria Sub-Section A.1: Transportation Sl. No 1	We request the Authority to revise the technical evaluation marking criteria as follows: Number of similar assignments: Bidder should have the cumulative experience of	Refer Appendix 1 for Evaluation Criteria

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Sl. No	Tender Doc Ref	Query Raised	Clarifications/Amendments issued
	Number of similar assignments: Bidder should have the experience of having successfully completed similar assignments of minimum 1,900 TPD for secondary transportation using compactor/ container / equivalent to transport municipal waste to processing facilities or landfill sites: a. More than 3 (three) projects: 6 marks OR b. 2 (two) projects: 4 marks OR c. 1(one) project: 2 marks	having successfully Ongoing/completed work for the Collection & transportation using compactor/container/ equivalent to transport municipal waste to processing facilities or landfill sites: a) Experience in handling 80% or higher quantity of the respective package- 6 Marks b) Experience in handling 50% or higher quantity of the respective package. -4 marks c) Experience in handling 40% or higher quantity of the respective package. -2 marks	
225	Page No: 60 Clause 3.1.3 (a) Technical Bid Evaluation Criteria Sub-Section A.1: Transportation Sl. No II Other relevant assignments or similar work: Bidder should have the experience of having successfully completed Secondary Transportation using compactor / container /equivalent to transport municipal waste to processing facilities or landfill sites with GPS/ RFID/ Mobile/Vehicle tracking Mechanism for the contract size of minimum 950 TPD. 3 works: 3 marks 2 works: 2 marks 1 work: 1 mark	We request the Authority to revise the technical evaluation marking criteria as follows: Other relevant assignments or similar work: Bidder should have the Cumulative experience of having successfully completed Secondary Transportation using compactor / container/equivalent to transport municipal waste to processing facilities or landfill sites with GPS/RFID/ Mobile/Vehicle tracking Mechanism: a) Experience in handling 80% or higher quantity of the respective package- 3 Marks b) Experience in handling 50% or higher quantity of the respective package. -2 marks c) Experience in handling 40% or higher quantity of the respective package. -1 marks	Refer Appendix 1 for Evaluation Criteria
226	Page No: 61 Sub-Section A2: Processing & Disposal (P&D) Sl. No I Number of similar Assignments Bidder should have the experience of having successfully completed similar assignments as per clause 3.1.4 (b): a. More than 1 (one) projects: 9 marks OR b. 1 (one) project: 6 marks	We request the Authority to revise the technical evaluation marking criteria as follows: Number of similar Assignments Bidder should have the experience of having ongoing/ completed similar assignments as per clause 3.1.4 (b): a. More than 1 (one) projects: 9 marks OR b. 1 (one) project: 6 marks	Refer Appendix 1 for Evaluation Criteria

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227	Page No: 65 3.1.4 Similar Assignments Experience towards Construction and Operations & Maintenance of Wet Waste Processing and Treatment through Compositing of 600 TPD capacity OR Construction and O&M of Bio-methanation plant from MSW waste of 600 TPD capacity. AND Experience in construction and O&M of Waste to Energy plant to generate electricity from MSW of 7MW capacity	We request the Authority to remove the mandatory requirement for Waste to Energy experience. We request to modify as; Experience towards Construction and Operations & Maintenance of Wet Waste Processing and Treatment through Compositing of 600 TPD capacity OR MRF 800 TPD or Construction and O&M of Bio-methanation plant from MSW waste of 600 TPD capacity. OR Experience in construction and O&M of Waste to Energy plant to generate electricity from MSW of 7MW capacity.	Refer Appendix 1 for Evaluation Criteria
228	Page No: 68 3.1.5 Financial Capacity Turnover: The bidder/ JV/ Consortium is required to meet the turnover of minimum 50% of the Estimated Project Cost during any two years during last five years indicated in the Invitation for Tender.	We request the Authority to kindly reduce the annual turnover requirement to 40% of the Estimated Capital Cost.	Refer Appendix 1 for Evaluation Criteria
229	General/Scope of Work Power Evacuation Responsibility	In case of Waste to Energy or bio-CNG generation, we request that the responsibility for power evacuation from the plant be taken up by BSWML, including necessary grid connectivity, right of way, and statutory approvals.	Tender Conditions prevails.
230	General Request for VGF Support	Considering the high capital investment required for infrastructure, vehicles, and processing systems, we request the Authority to provide Viability Gap Funding (VGF) of at least 30% of the capital cost. This support will help improve project bankability and attract more competitive bids. Kindly consider	Tender Conditions prevails.
	Online.1 Queries		
231	General / Scope of Work Water supply Connection	We request the Authority to provide a water connection up to the plant gate to ensure adequate water availability for plant operations.	Tender Conditions prevails.
232	General / Scope of Work Power tariff	We request the Authority to kindly provide the applicable power tariff for sale of electricity generated from the Waste to Energy plant.	Tender Conditions prevails.
	Online.2 Queries		
233	Page No: 11 3.1.4 Similar Assignments	Is this an International Competitive Bid? If yes, would you allow bidders or members of a Joint Venture from a country sharing land border with India to participate without adhering	Tender conditions prevail in line with relevant orders and notifications of the Government related to

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Sl. No	Tender Doc Ref	Query Raised	Clarifications/Amendments issued
		to Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020 issued by Department of Expenditure, Ministry of Finance, Govt, of India in this regard are available at website https://www.pib.gov.in/PressReleasePage.aspx?PRID=1640778) Also, in today's scenario and India's diplomatic relations with countries like Turkey, Azerbaijan, Canada can we form JV with companies from such countries? The recent challenges being faced in Celebi (Turkish company) case is a classic example which teaches that essential public services should not be made open to international firms.	public procurement.
234	Page no: 11 A1.1 Technical Capacity The lead member shall meet at least 51% requirement of the technical capacity and the experience of the lead member shall only be from a project in which it is a Lead Member having stake not less than 51%	If we have taken 51% in an eligible company three weeks back, can we claim the experience? Please clarify the period for which the experience is required?	Yes, as long as other conditions of the Bidding documents are being met as on PDD.
235	Page No: 13 1.4 Bid Capacity	Is the Bid Capacity to be that of the bidding entity as a standalone or consolidated?	Tender conditions prevails.
236	Page No: 28 3.3. Concession Period Specifically, construction must be completed within 24 months from either the date of the Letter of Award (LOA) or the site handover, whichever is later, at which time a Construction Completion Certificate is issued.	Whether the construction period of 24months is strictly counted from either the date of the Letter of Award (LOA) or the site handover, whichever is later or whether it will be extended in case of disputes arising at site.	Tender conditions prevails.
237	Page No: 41 3.1.5 Financial Capacity	Would the bidders who are financial defaulters with banks/lenders or have a record of bounced EMIs etc., be considered for qualification?	Tender conditions prevails.
238	Page No: 14 2.2.1 Scope of work Integration with Dry Waste Collection Centers (DWCCs)-Concessionaire shall be required to collect the dry waste from the DWCCs and perform Secondary Transport from the DWCCs to the designated waste processing and disposal site(s) after extraction	There should be no role of rag pickers in dry waste collection. As it disturbs the role and responsibilities of the concessioner.	Tender conditions prevails.

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	of recyclable materials by rag pickers.		
239	Page No: 15 2.2.3 Bulk Waste management The management of bulk waste shall not be included within the Concessionaire's scope. However, the Concessionaire shall be empaneled as an Authorized Waste Processor for bulk waste as per existing bylaws of the BBMP and BSWML and encouraged to collect, transport, and process bulk waste at the ISWM facility. The Concessionaire shall be allowed to charge a Service Fee to BWGs, in line with the "Polluter Pays" principle of SWM Rules, 2016. The Concessionaire is to conduct their own analysis and survey of the bulk waste generated to ascertain the processing capacity of the plant(s) required.	This is a contradictory clause as in the first line its mentioned BWG are not included in concessionaire's scope. Whereas, the second line indicates" However, the Concessionaire shall be empanelled as an Authorized Waste Processor for bulk waste as per existing bylaws of the BBMP and BSWML and encouraged to collect, transport, and process bulk waste at the ISWM facility. The Concessionaire shall be allowed to charge a Service Fee to BWGs, in line with the "Polluter Pays" principle of SWM Rules, 2016." Please clarify the scope of work in detail	Tender conditions prevails.
240	Page No: 16 2.2.3 Bulk Waste management Since this is a commercial activity conducted on government land, the Concessionaire shall remit INR 800 per TPD of bulk waste handled. This amount shall be escalated by 5% every year in line with the escalation in the tipping fee).	Contradiction in the mentioned clause As per Annexure V of Vol-1 land located in Sakkaregollahalli, Karnataka is a private land. But here its stated Government land. Additionally, the capital investment and the operational investment is done by the concessionaire with no capital grant then why should an amount be shared by with the authority?	Tender conditions prevails.
241	Page No: 23 2.6. Role of Concessionaire Design Build Finance Own & Transfer (DBFOT) on Public Private Partnership ("PPP") mode with 100% Concessionaire investment to execute the comprehensive Integrated Solid Waste Management (ISWM) facilities including collection & transportation of MSW from transfer stations to designated processing centers and further Processing and Disposal of the same at designated processing plant within the jurisdiction of	Disposal cannot be constrained within the jurisdiction of the package, as there are no disposal for RDF in the jurisdiction. Instead it should be mentioned "The disposal should be done in a scientific manner and certificates of each fraction disposed should be submitted along with monthly bills."	Processing of the waste must happen within the Package boundaries. The disposal should be done in a scientific manner and certificates of each fraction disposed should be submitted along with monthly bills.

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Sl. No	Tender Doc Ref	Query Raised	Clarifications/Amendments issued
	the package.		
242	Page No: 60 3.1.3 (a) Technical Bid Evaluation Criteria Sub-Section A.1: Transportation Number of similar assignments: Bidder should have the experience of having successfully completed similar assignments of minimum 1,900 TPD for secondary transportation using compactor/ container/equivalent to transport municipal waste to processing facilities or landfill sites: a. More than 3 (three) projects: 6 marks OR b. 2 (two) projects: 4 marks OR c. 1(one) project: 2 marks Other relevant assignments or similar work: Bidder should have the experience of having successfully completed Secondary Transportation Using compactor/ container/equivalent to transport municipal waste to processing facilities or landfill sites with GPS/ RFID/ Mobile/ Vehicle tracking Mechanism for the contract size of minimum 950 TPD. 3 works: 3 marks 2 works: 2 marks 1 work: 1 mark	Please clarify as in broader way both I & II of Technical Bid Evaluation Criteria are referring to similar work experiences but minimum qualification is different. This is violation of CVC guidelines. The eligibility criteria to be made as per specific CVC guidelines i.e. Single work of 80% capacity Two works of 60% capacity Three works of 40% capacity .	Refer Appendix 1 for Evaluation Criteria
243	Page NO: 11 Sub-Section A-2: Processing & Disposal (P&D) Experience towards Construction and Operation & Maintenance of Wet waste processing and treatment through composting of 600 TPD capacity or construction and O&M of bio-methanation plant from MSW waste of 600 TPD capacity. AND Experience in construction and	It is requested to consider below mentioned experience for change : "Experience towards any waste for any project of municipality / ULB/ Departments/ Board/ PSU of 600 TPD Capacity" AND "Award of waste to energy plant to generate electricity from MSW with minimum 15MW capacity."	Refer Appendix 1 for Evaluation Criteria

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	O&M of waste to energy plant to generate electricity from MSW of 7 MW capacity. More than 1 (one) projects: 9 marks or one project: 6 marks		
244	The comparative size and quality of Eligible Assignments: If the bidder successfully constructed and done O&M of a WTE plant for the generation of electricity with minimum size of the plant being 14MW during last 5 years and the plant is running successfully as on PDD: 6 Marks OR If the bidder successfully constructed and O&M of the Bio- gas/composting plant for the MSW and the size of plant is atleast 1,200 TPD: 6 Marks If the bidder executed O&M of leachate treatment plant within the project site & sanitary landfill for continuous three years or more in India or Abroad in the period of at-least past five years before the PDD and the contract is in operational condition as on date of PDD: 3 Marks	It is requested to consider below mentioned experience for change: "The bidder should have been awarded construction and O&M of WTE plant in past 2 years with minimum 15MW capacity."	Refer Appendix 1 for Evaluation Criteria
245	Other relevant Assignments or similar work: If bidder have executed SWM projects for Processing of the MSW Through any approved Technologies by any Statutory body in India or Abroad are executed on DBFOT model with minimum50%ofthe bidder's investment for project size of minimum 750TPD during last 5 Years and project should Be in operational Condition as on PDD. 1Project:6Marks 2Project:9Marks	It is requested to consider below mentioned experience for change: The Bidder or its technology provider should have experience of Successful design, installation & commissioning of processing Plant based on Rankine cycle having minimum installed capacity Of 750TPD in last 7years anywhere in the world. The Plant for Which the bidder has claimed the experience should be in Operational condition to Bid Submission End Date and the same Plant should be in operational condition up to the issuance of LoA To selected bidder."	Refer Appendix 1 for Evaluation Criteria
246	Estimated Capital Cost of The Project Lifetime (Excluding GST)# For Secondary Transportation:Rs.788	How has the authority arrived at the CAPEX mentioned What technology has been considered in CAPEX. Kindly share the Estimation cost.	Tender conditions prevails.

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Sl. No	Tender Doc Ref	Query Raised	Clarifications/Amendments issued
	Crores For Processing& Disposal:Rs.1,124Crores		
247	Annexure V Tentative location of Processing Plant for North Package - Terrafirma Plant	Temple and STP are visible at the enmarked location which indicates land already underutilization. Secondly the temple in the center can raise religious concerns.	Tender Conditions prevails.
248	Page No: 24 2.1 Scope of Proposal In case one or more members is/are Proprietary Firm or HUF	What shall happen in case of the death of the Proprietor? Essential service works cannot be awarded to going concerns only	Tender Conditions prevails.
249	General	Would you allow bidders (their associate/parent/subsidiary) under insolvency proceedings like bankruptcy, NCLT, NPA etc to bid?	Tender Conditions prevails.
250	General	Would you allow bidders (their associate/parent/subsidiary) which have poor performance record or who have been terminated/ blacklisted in the past due to nonperformance/fraud/abandonment to qualify?	Tender Conditions prevails.

All the bidders are requested to participate in the bidding process and further the bidders are instructed to note the above clarifications/amendments issued.

21/7/25

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Chief General Manager (Tech)
BSWML

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Chief General Manager
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